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*Counsel for Plaintiff*

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

	)	Case No. 3:22-cv-00903-YY
VERITAS ALLIES LLC, an Oregon	)	
Limited Liability Company,	)	DECLARATION OF GRANT ENGRAV
	)	IN SUPPORT OF
Plaintiff,	)	
	)	
v.	)	
	)	
CYNTHIA FREE; an individual; and	)	
HEATHER SCHIAPPACASSE, an	)	
individual,	)	
	)	
_____	)	
	)	
Defendants.	)	
	)	

I, **GRANT ENGRAV**, under penalty of perjury, hereby declare:

1. I am a partner at the Portland law firm of Engrav Law Office LLP (ELO). I make this declaration on personal knowledge. I am competent to testify with respect to the matters set forth below.

1           2. This declaration is further supported by a true and correct copy of the following exhibit  
2 attached herein:

- 3           a. Marketing agreement between Defendant and EquitasDX, LLC. **Exhibit 1.**
- 4           b. Text messages between Defendant Ms. Schiappacasse and Ms. Free. **Exhibit 2.**
- 5           c. Email correspondence from Oregon SOS Central Business Registry notifying  
6           counsel Shane Barnes of rejected registration. **Exhibit 3.**
- 7           d. 3.28.2022 Leading Edge termination letter to EquitasDX. **Exhibit 4.**
- 8           e. 4.4.2022 Leading Edge termination letter to EquitasDX. **Exhibit 5.**
- 9           f. Transaction report detailing Leading Edge Administrator's (financial) business  
10           relationship with Veritas. **Exhibit 6**
- 11           g. 3.31.23 email correspondence to Defendant's counsel detailing production  
12           concerns. **Exhibit 7**
- 13           h. Transcript excerpts from Defendant's 1.27.23 deposition. **Exhibit 8**
- 14           i. Plaintiff Veritas Allies LLCs response to Heather Schiappacasse's Motion to  
15           Dismiss. **Exhibit 9.**
- 16           j. 3.14.22 Declaration of Shane Barnes. **Exhibit 10.**
- 17           k. 4.5.23 Declaration of Mary Beth Donalson. **Exhibit 11.**
- 18           l. 3.14.22 Declaration of David Vizzini. **Exhibit 12.**
- 19           m. 4.5.23 Declaration of Shane Barnes. **Exhibit 13.**
- 20           n. Order denying Defendant Schiappacasse's Motion to Dismiss. **Exhibit 14.**
- 21           o. Text messages between Defendant Ms. Schiappacasse and Jean Gordon. **Exhibit**  
22           **15.**
- 23

1 **I DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY**  
2 **KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS**  
3 **EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.**

4 Dated this 5<sup>th</sup> day of April 2023

5  
6 By: /s/ Grant T. Engrav  
7 Grant T. Engrav, OSB No. 133517  
8 Of Attorney for Plaintiff  
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**CERTIFICATE OF SERVICE**

I hereby certify that on April 5<sup>th</sup>, 2023, I served the preceding **DECLARATION OF GRANT ENGRAV**

Philip Nelson, OSB No. 013650

[phil@slindenelson.com](mailto:phil@slindenelson.com)

Keith A. Pitt, OSB No. 973725

[keith@slindenelson.com](mailto:keith@slindenelson.com)

\_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, ordinary first-class mail, addressed to each attorney's last known address and depositing in the U.S. mail at Portland, Oregon on the date set forth above;

\_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, certified mail, return receipt requested, addressed to each attorney's last-known address and depositing in the U.S. mail at Portland, Oregon on the date set forth above;

\_\_\_By causing a true and correct copy thereof to be hand-delivered to the above-mentioned attorney's last known office address on the date set forth above;

\_\_\_By sending a true and correct copy thereof by overnight courier, addressed to each attorney's last known office address on the date set forth above;

\_\_\_By faxing a true and correct copy thereof to each attorney at each attorney's last known facsimile number on the date set forth above. At the time of service the attorney maintained a facsimile device at the attorney's office and the device was working at the time of service. Attached to this Certificate of Service is a printed confirmation of receipt of the message generated by my office's facsimile transmitting machine.

X By emailing a true and correct copy thereof to each attorney at each attorney's email address. Prior to service, the attorney's had agreed in writing to accept service via email.

Dated this 5<sup>th</sup> day of April 2023.

**ENGRAV LAW OFFICE, LLP**

By: /s/ Grant T. Engrav

Grant T. Engrav, OSB No. 133517

Of Attorney for Plaintiff



## Marketing Agreement

This Producer Agreement (this "Agreement") is entered into by and between EquitasDx, LLC., Inc., ("EQUITAS") a Oregon corporation, and the undersigned ("Producer") and shall be effective as of the date written below.

### RECITALS

WHEREAS, EQUITAS is in the business of creating, marketing and administering managed care solutions through its internal cost containment programs and through agreements with various companies and distributors of healthcare services and products; and

WHEREAS, EQUITAS desires to enter into an agreement with Producer to provide for the placement of its solutions with Clients through the marketing efforts of Producer and Producer desires to enter into an agreement with EQUITAS pursuant to which Producer will provide such placement and marketing services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, EQUITAS and Producer each hereby agrees as follows:

**1. Definitions.** The following definitions shall have the meanings given them in this Section 1 or in the Sections of this Agreement referred to in this Section 1:

"Client" means the benefit plan, or their reinsurance/stop loss carrier, case management company, or third-party administrator described on Schedule 1 attached hereto and made a part hereof. See Section 2 herein for terms and conditions applicable to amending Schedule 1.

"Marketing Representative" means a natural person, agency or brokerage firm having been employed by or appointed as independent contractors by Producer for the purpose of brokering or marketing to Clients on behalf of Producer.

**2. Placement of Clients.** EQUITAS and Producer will work together to place Clients with EQUITAS. Producer agrees that he/she personally, or through Marketing Representatives, will contact Clients to market EQUITAS solutions, and provide support to EQUITAS in its effort to negotiate and finalize contracts between Clients and EQUITAS. EQUITAS shall have the sole right to accept or reject contracts with Clients. Producer shall receive such compensation as shall be set forth in Section 6 of this Agreement. No Producer or Marketing Representative shall have the right to market or place any Clients prior to EQUITAS' receipt of an executed Marketing Agreement in form and substance satisfactory to EQUITAS. Furthermore, Producer shall not be entitled to receive compensation pursuant to this Agreement, unless the parties have agreed to include Client on Schedule 1 herein. To add a potential Client to Schedule 1, Producer shall notify EQUITAS via email with the name of the proposed Client, and EQUITAS must, within 48 hours

of receipt of said email, respond to Producer via email indicating EQUITAS acceptance or rejection of the proposed Client for inclusion on Schedule 1. The acceptance of a proposed Client for inclusion on Schedule 1 shall be at the sole discretion of EQUITAS. In the event that a Client included on Schedule 1 does not result in revenue to EQUITAS within one (1) year of placement on Schedule 1, EQUITAS will have the sole discretion to remove said Client from Schedule 1.

**3. Independent Contractor.** In submitting business to EQUITAS, Producer is not acting as an agent, subagent or broker for EQUITAS. This Agreement does not create a partnership, joint venture or employment relationship between EQUITAS and Producer. Producer is acting in its individual capacity as an independent contractor and shall have the exclusive right to direct its scope of activity hereunder.

**4. Limitation of Authority and Responsibilities.** Producer shall have no authority to (i) bind EQUITAS, (ii) make, alter or vary any EQUITAS solutions; (iii) waive or modify terms of payment of any fees owing by Clients to EQUITAS; (iv) make, change or alter any materials containing the EQUITAS name or logo without prior written approval by EQUITAS, nor use such materials for any purpose other than as designated by EQUITAS in writing or (v) incur any liabilities or obligations on behalf of EQUITAS.

**5. Payment of EQUITAS Fees.** EQUITAS fees are to be remitted directly to EQUITAS. Producer shall be liable for and shall pay return commissions at the same rate as originally credited to Producer for all return fee adjustments or cancellations made at the option of EQUITAS, the Clients or otherwise. Producer acknowledges that EQUITAS, without limitation of other remedies, reserves the right to terminate Client contracts for non-payment of fees to EQUITAS.

**6. Commissions.** Commissions shall be payable to Producer under the conditions set forth in this Agreement. EQUITAS will pay Producer a commission on net revenue collected from Client's listed on Schedule 1, as set forth in the Producer's Commission Schedule attached hereto and made a part hereof for all purposes. EQUITAS's obligation to pay any commission payments specified in this Agreement shall occur only after EQUITAS receives payment from the Client.

**7. Changes in Commission Structure.** EQUITAS shall have the right expressly reserved to change, after twenty-four (24) months, the rate of commissions on Clients placed by Producer but such change shall not affect commissions or deferred commissions on Clients placed by Producer prior thereto unless otherwise agreed to by EQUITAS and Producer.

**8. Accounting.** Accounts of commissions due Producer are to be rendered by EQUITAS each month, together with all commissions due Producer.

**9. Confidentiality; Non-Solicitation; Non-Circumvention.**

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing strategies, provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as

"Confidential Information"). For purposes of this Section 10, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party will receive Confidential Information in confidence, will use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and will not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party will take appropriate measures to prevent its agents, employees and subcontractors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement.

(c) During the term of this Agreement and for a period of six (6) months after termination of this Agreement, neither Producer nor any of its Marketing Representatives shall, either directly or indirectly (i) attempt in any manner to commercially circumvent, avoid, bypass, or obviate EQUITAS in any transaction with any of EQUITAS' clients in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to EQUITAS had Producer or the Marketing Representative included EQUITAS in the transaction; or (ii) attempt in any manner to commercially exploit or circumvent EQUITAS' existing or proposed business concepts, plans and/or business contacts, unless Producer or the Marketing Representative first obtains EQUITAS' prior written consent (which such consent may be given or withheld at EQUITAS' sole discretion).

(d) The provisions of this Section 10 will survive termination of this Agreement.

**10. Claims.** Producer shall notify EQUITAS promptly of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with EQUITAS to facilitate the investigation and adjustment of any claim as requested by EQUITAS.

**11. Monies Held By Producer.** Not Applicable.

**12. Compliance With Laws.** EQUITAS and Producer warrant and agree that: (i) both parties will comply with all applicable laws and regulations governing the conduct of the business contemplated by this Agreement; (ii) both parties are properly licensed, if necessary, to transact business as an agent or broker in accordance with the provisions of the laws of any state in which they transact business; and, (iii) both parties will promptly notify the other of any suspension, cancellation, or disciplinary action affecting this agreement.

**13. Advertising.** No advertisements, marketing materials, telemarketing scripts, brochures or other materials referring to or using the name of EQUITAS, any of its providers, or any of their

respective affiliates shall be printed, published or used in any way by Producer without the prior written approval of EQUITAS.

**14. Website Restrictions.** In the event Producer or any Marketing Representative desires to promote or market any EQUITAS service or product, including any Client, through its own alternate Web site (an “Alternate Site”) as opposed to EQUITAS’ corporate website (the “EQUITAS Site”), Producer and each Marketing Representative shall fully comply with the following policies and limitations. These policies and limitations have been created to promote the integrity, security, reliability and privacy of the EQUITAS Site. Any violation of these policies and limitations shall give EQUITAS the right to immediately terminate this Agreement and Producer’s right to market or solicit any EQUITAS product or service, including any Client, as well as the right to pursue all other legal remedies available to EQUITAS.

(a) Alternate Sites shall not be designed or used in such a way as to be deceptively similar to the EQUITAS Site or cause confusion in the marketplace by representing themselves as EQUITAS or by using the unique layout of the EQUITAS Site. The overall look of the Alternate Site shall not copy or emulate that of the EQUITAS Site.

(b) Any link to the EQUITAS Site shall only be used on the specified Alternate Site as submitted to and approved in writing by EQUITAS. Unique content (photos and design elements) may not be taken directly from the EQUITAS Site and used in the Alternate Site. Specific allowed graphics (such as trademarks and logos) and text may be used within an Alternate Site only with the express prior written consent of EQUITAS. Graphics and/or text that are taken directly from the EQUITAS Site with the prior written consent of EQUITAS and used as specified must credit EQUITAS by using the appropriate trademark/copyright disclaimer.

(c) Under no circumstances shall an Alternate Website use a URL that is the same as or similar to any URL of EQUITAS. No Alternate Site shall use any derivation of the name “EQUITAS” or similar spelling or sounding word in its URL.

(d) The trademarks, service marks and logos used and displayed on the EQUITAS Site are registered and unregistered trademarks of EQUITAS or its affiliates, unless otherwise noted. Neither Producer nor any of its Marketing Representatives may use the EQUITAS trademarks and/or copyrighted materials including, but not limited to, names, slogans, logos, service marks and/or trade names without the express prior written consent of EQUITAS. Nothing in this Agreement grants, by implication, estoppel or otherwise, any license or right to use any trademark or other intellectual property of EQUITAS without EQUITAS’ authorization and prior written permission.

**15. Termination.** Either party may terminate this Agreement by giving seven (7) days written notice to the other after 24-months of the effective date. Upon termination of this Agreement, Producer will return any and all materials furnished by EQUITAS. However, this Agreement shall automatically terminate, and all renewal commissions hereunder shall cease and terminate if less than \$100.00 in monthly renewal commission payments are paid to Producer during the 25th contract month and each subsequent month thereafter. This Agreement and

Producer's right to receive commissions hereunder shall terminate upon the death of Producer, if Producer is an individual, and none of Producer's successors, heirs or personal representatives shall have any right or claim to the continuing payment of commissions hereunder after the death of Producer. Notwithstanding anything to the contrary in this Agreement, EQUITAS's obligation to pay any commission payments specified in this Agreement shall continue as so long as the Producer remains active and available on the account(s).

**16. Indemnification.** Each party agrees to defend, indemnify and hold the other party (and its affiliates and its and their Directors, Officers, Employees and Agents) harmless from and against, and promptly reimburse it for, any and all losses, expenses, judgements, stipulations, penalties, damages, deficiencies, liabilities and obligations, including, without limitation, settlement costs, costs of investigation, prosecution or defense costs and attorney's fees, arising out of or in any way connected with the breach or misrepresentation by a party of any of its representations, warranties, covenants, or agreements contained in this agreement.

**17. Notices.** Any notices to be given hereunder by either party to the other must be in writing and by personal delivery or by fax or by mail, registered or certified, postage prepaid with return receipt requested.

**18. Venue and Law Governing Agreement.** This agreement shall be governed by and construed in accordance with the laws of the State of Oregon and venue shall lie in Multnomah County, Oregon.

**19. Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

**20. Assignment.** This Agreement for services by Producer is personal; it cannot be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This Agreement may be assigned by EQUITAS to any of its affiliates.

**21. Amendment.** This Agreement may only be amended by the written consent of the parties.

**22. Article and Other Headings.** The headings contained in this Agreement are for reference purposes only and will not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written below to be effective as of March 1, 2019.

**PRODUCER:**

\* If Producer is an individual, the individual must sign. If Producer is a partnership, one of the general partners must sign as general partner. If Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

\*By: *Jim Campbell*

HC Consulting: Jim Campbell

Name

Partner

Title

August 24, 2019

Date

84-2777381

Social Security Number/or Federal I.D. Number

539 W Commerce St, Suite 1846

Address

Dallas

Texas

75208

City

State

Zip

469-667-1016

Area Code / Phone

Area Code / Fax

jc@hcconsultingllc.com, hs@hcconsultingllc.com

Email Address

**EQUITAS, LLC.**

By:

*David Vizzini*

David Vizzini

Name

CEO

Title

August 24, 2019

Date

**Producer's Commission Schedule**

The Commission Schedule payable on a monthly basis to Producer by EQUITAS shall be as follows:

<b>EQUITAS FEES</b>	<b>COMMISSION*</b>
ALL Programs, Departments and Net Revenues	10%

Executed on this 24<sup>th</sup> day of August, 2019.

**EquitasDx, LLC.**

By:



**David Vizzini**

\_\_\_\_\_  
Name

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Title

**Schedule 1**

Date	Opportunity	Contact(s)	E-Mail
8/24	TPA Administrators	John Doe	<a href="mailto: johndoe@tpa.com">johndoe@tpa.com</a>



2021-10-06 14:10:41

2021-10-06 14:10:41

Heather. Thanks so much for the call. While hard, it's validating for both of us. I am so sorry that you're going through this, and I can tell by talking with you that you are a badass, just like me. I'll call you tonight. ❤️

Thank you, I'll get over this one quickly, i just don't want him to get to any of my people.

I hope he just goes away

I'm sorry i slept with him and i hope Jean doesn't get taken by him

He must really hate women

2021-10-06 19:53:56

2021-10-06 19:53:56

Hi. Are you still up for a chat?

Yes I'm still up

I'd love to chat

2021-10-07 10:16:16

Schiappacasse000001

I sent this to Jean

Page 2 of 42

You don't know me & I'm sorry to shock you with this information, but I've been dating David & i just found out he's been living with you.

He was with me in San Diego in August for three days & yes we had sex.

He invited me to Cabo at the beginning of September then uninvited me - i found out you went instead.

He flew to Dallas and stayed with me 9/10-9/13 and i threw him a birthday party.

He was also with me and stayed in my hotel room in KC 2 weeks ago.

I have pictures, we've had plenty of sex, but he also asked me to invest \$500K into his business. When i let him know my preference was to keep business and personal separate, he fled.

I'm not telling you this to hurt you, but woman to woman BE CAREFUL and DO NOT give him any money



Schiappacasse000003

2021-10-07 11:01:15

Ugh...these photos are so triggering.

2021-10-07 11:01:23

How did you get her number?

2021-10-07 11:01:30

Good job!

FB messenger

2021-10-07 11:01:50

Ahhhh!

I know, we had fun together

I reached out to all of my people who know him &  
he's going to definitely feel that pressure, business  
wise

2021-10-07 11:02:55

The walls are closing in on him.

He's going to freak the eff out

And i won't ever respond to him again

2021-10-07 11:04:34

Yes. Don't engage. That's what feeds his tank.

**Schiappacasse000004**

I'll let you know when she reads it

2021-10-07 11:43:32

yes...for sure. I'll be so curious. I have another story to tell you that I started to tell you last night and then went down another rabbit hole.

2021-10-07 11:45:30

When a friend of mine saw that picture of Dave and the girl in Cabo last year (Sept 2020), and he warned her about Dave. She confronted Dave and then he told her that I had cheated on him with my friend (who was the guy I had dated a few years prior), and also told her many of the same things he told you. She was pissed and told my friend (Drennan) never to contact her again. She totally believed Dave. Although...strangely they didn't end up seeing each other anymore, so who knows what happened there.

2021-10-07 11:47:28

Jean...may believe you, or may believe Dave when she confronts him. He as you know is a huge gaslighter, and will spin any accusation into a wordy, long-ass, hard to follow diatribe. He did it to me many times. I would confront him about one thing, and next thing I knew I was the one apologizing. He is VERY good at his craft. I'm keeping Jean in my thoughts today, as I'm not sure what he will do, or how she will be able to navigate him. I'm sure it's a sad day for her. You did the absolute RIGHT thing.

Schiappacasse000005

I know - i don't feel bad for doing it. I hope she doesn't lose her ass

I'm putting him to bed now, I'm sure he'll resurface at some point

2021-10-07 11:56:33

[REDACTED]

[REDACTED] ?!!

Schiappacasse000006



I just saw that on his page and did it to him



2021-10-07 13:22:52

2021-10-07 13:22:52

He forgot to renew it?

2021-10-07 13:23:28

He has EquitasDX, ServusCare, Veritas and maybe another one. They are on his website I think.

He took Sherry off too

2021-10-07 13:31:04

It looks like EquitasDX is active as of 9/2021. I THINK he may have created these other companies when we were getting a divorce to shuffle funds. Who knows, but now we are divorced as of September 21st, so maybe he's going back to EquitasDX. Or... he's too stupid to remember to renew his businesses.

Schiappacasse000007

It's going to fail

I've predicted it

2021-10-07 15:30:43

I sent that to her LinkedIn about account, too

2021-10-07 15:32:34

You are a badass and I am so happy today. Feels like another lion in the cage. The last two years have been total hell...and I hope we can help others. I'm so sorry he did this to you.

Greg and Mindy are done with him

2021-10-07 15:44:27

Nice!! I need to come to Dallas...and celebrate!

Jean is really pretty and she has a great job... he's going to take her for everything

2021-10-07 15:46:54

I'm sure he's trying.

Oh yeah.... There's got to be more women he's doing

2021-10-07 18:50:05

Schiappacasse000008



2021-10-07 18:50:05

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Hi. I was thinking about something today. If you are worried about Dave slandering or disparaging you in any way...get ahead of it right away. My attorney has had to send THREE cease and desists since January: 1. Cease and Desist from saying he has a restraining order against me. 2. Cease and Desist from Slandering and Disparaging me saying that I've accessed or hacked into his business or personal devices. 3. Cease and Desist from saying that I have harmed his children.

2021-10-07 18:51:23

Start building your documentation asap. IF you ever have to file a suit against him for slander—I will back you up 100%. In your case, you could definitely show that he is trying to damage your client relationships and reputation. I wouldn't put it past him to tell people that you are crazy, an alcoholic who misunderstood a casual encounter...something along those lines. Hang in there and stay strong!

2021-10-07 21:42:19

He's probably building now

I get braided buzzed and fuck with him

2021-10-07 21:43:54

Have you seen if Jean has read the messages yet?

She's not

**Schiappacasse000009**

But i sent them to him & i'm hoping he'll get nervous and say something

2021-10-07 21:46:36

Oh nice!

Probably not, but i have a buzz & i'm pissed

2021-10-07 21:57:31

What number do you have for him??? Let's see if he has a new number?

2021-10-07 21:57:42

I have 971-563-1733

Same

2021-10-07 21:58:56

If he hasn't blocked you he better be sweating a bit!

And i sent him this

God, I'm so bummed you couldn't be at this dinner tonight!!! Talk about a power couple and literally ruling the world.

I just single handily closed two of the biggest deals of my life and NOW... i have to take 6 Degrees in because you are a sociopathic narcissist - of course, if you would have been more up front about it, we could have worked together on it.

But... thankfully, I'm just as diabolical & sociopathic as you - but, I've learned that i need a little bit of insight & empathy which allows me to contain my sociopathic tendencies. THANK GOD for maslows NOW

2021-10-07 22:03:07

Yaaaaasssss!!!

Oh, did i tell you i majored in psych? lol

I did

2021-10-07 22:04:22

Hahahahaha!!

2021-10-07 22:04:39

Did he tell you that he got his masters in rhetoric??

I'm serious!!

**Schiappacasse000011**

2021-10-07 22:04:55

I'd like to see if that's true.

Page 12 of 42

What does that even mean?

lol

2021-10-07 22:05:33

It's literally a degree in talking shit.

Laughed at "It's literally a degree in talking shit."

2021-10-07 22:06:20

[https://www.google.com/search?q=rhetoric&rlz=1CDGOYI\\_enUS720US720&oq=rhetoric&aqs=chrome..69i57j0i433i512j0i131i433i512j0i433i512.3238j0j4&hl=en-US&sourceid=chrome-mobile&ie=UTF-8#crs=q:Books%20on%20rhetoric,stick:H4sIAAAAAAAAAAONgfcRYwy3w8sc9YaniSWtOXmPM5RLwyc8vTs2pDErNSSxJTQnJFxLjYnP NK8ksqRTikeLi4tDP1TcwSzYqE3Lk4g5OLQnJ981PyUyrFDISMuDi9E3NTUotKvZPE1Lm4nLOz8IJTS7JzM8TEpUS5hLUT4YL6Cfi52cX8yxifXQCMRTy8xSKMIJL8osykwFDi3n-IQAAAA,cid:overview](https://www.google.com/search?q=rhetoric&rlz=1CDGOYI_enUS720US720&oq=rhetoric&aqs=chrome..69i57j0i433i512j0i131i433i512j0i433i512.3238j0j4&hl=en-US&sourceid=chrome-mobile&ie=UTF-8#crs=q:Books%20on%20rhetoric,stick:H4sIAAAAAAAAAAONgfcRYwy3w8sc9YaniSWtOXmPM5RLwyc8vTs2pDErNSSxJTQnJFxLjYnP NK8ksqRTikeLi4tDP1TcwSzYqE3Lk4g5OLQnJ981PyUyrFDISMuDi9E3NTUotKvZPE1Lm4nLOz8IJTS7JzM8TEpUS5hLUT4YL6Cfi52cX8yxifXQCMRTy8xSKMIJL8osykwFDi3n-IQAAAA,cid:overview)

He just met his match, but i don't need to borrow mine to survive

And this...

You literally just met your match, but..... i don't need to borrow money to survive, I'm a multi millionaire already ... your "masters" is in rhetoric?

Mines in street psychology 😊

But i need to stop messing with him or he'll turn me in to someone

2021-10-07 22:10:17

I think that was a good punch! Ugh.

I don't want him to call  
Anyone on me

2021-10-07 22:16:39

He won't. If he did...he's get called out.

2021-10-07 22:16:46

He doesn't want to be exposed.

I wonder if it bothers him

2021-10-07 22:18:12

Do think he would block you? And not even seeing it?

**Schiappacasse000013**

Not a chance

2021-10-07 22:19:05

Well then I don't think he has the ability to care unless it will affect him...I'm this case, he's planning his defense.

I beg him to do that

2021-10-08 07:42:02

2021-10-08 07:42:02



Good morning!!

Hilarious

I think we should call the IRS on him

**Schiappacasse000014**

2021-10-08 07:45:47

Page 15 of 42

Let's chat tonight or tomorrow. I have all kinds of things I can share with you. I e looked into a lot, and I've been waiting until I'm divorced and legally done, but let's chat for sure!!

Ok 

2021-10-08 11:53:06

I got to Jean

David had his legal team call my work

2021-10-08 12:39:59

Oh I'm sure he did. Get ahead of it!!

From my CEO

Heather, just tried calling. We received information from counsel regarding David Vizzini, and need all communications or texts with him to stop immediately. Please call back when you can.

2021-10-08 14:39:18

**Schiappacasse000015**



2021-10-08 14:39:18

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Of course he told them. He's crazy and he will try and make you look crazy. Try not to engage with him. He will be relentless and it only feeds his narcissistic supply. Calm is your superpower.

2021-10-08 14:39:42

Did Jean reach out? I can only imagine how Dave is trying to play this off. I'm so sorry.

I'm done.

I talked to Jean for an hour... she's done too

I'll never talk to him again.

Luckily, my work knows me better than that

2021-10-08 14:40:30

She's done with Dave????

2021-10-08 14:41:15

Everyone who knows you, knows better. The same thing happened to me and it was fucking HARD at the beginning and then I got used to it and knew everyone would figure him out—and they did. And still are....LOL!!

2021-10-08 14:41:28

Tell Jean to call me if she wants to.

Schiappacasse000016



2021-10-08 15:10:52

Did you talk to Jean and she said she is done???

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2021-10-08 15:11:08

Mindy is so sweet and totally has your back. 😊

2021-10-08 21:10:17

2021-10-08 21:10:17



Look what I just did!!

You registered his LLC in your name?!?

2021-10-08 21:11:56

Yep!

2021-10-08 21:12:04

It's expired

OMG - THAT'S hysterical

2021-10-08 21:12:18

Well...

Schiappacasse000017

He's going to FREAK the fuck out

2021-10-08 21:12:42

He probably already is

How would he find out?

He deserves it

2021-10-09 12:08:59

2021-10-09 12:08:59

Any new developments this mornnng?

2021-10-09 12:24:11



This is me "tricking" him!! Yep!!

Such a liar

**Schiappacasse000018**

I haven't heard anything.

David wont come for me anymore, he knows he can't get to me

Where did they stay last night, cause Jean tossed him out

2021-10-09 13:41:25

I'm not sure where

I'm going to just sit back and enjoy watching him miserably fail

And ALL those people he's gaslighted are going to be done with him too

This will be his last hoorah in the industry

2021-10-09 13:48:48

Yaaaasss

No one will touch him after this business fails

[REDACTED]

2021-10-09 17:32:10

Schiappacasse000019

Who was the guy at 6degrees you wanted me to talk to? Scott?

2021-10-10 08:45:12

We should start a website for women to share their experiences about men like David so they can avoid them

2021-10-10 08:46:53

Let's chat more about my new business venture. Ha! I need to get through this legal stuff, and then I have a little plan—which includes a book that I am 2/3 through writing. And possibly a podcast.

2021-10-10 08:46:59

Listen to this...

Laughed at "Let's chat more about my new business venture. Ha! I need to get through this legal stuff, and then I have a little plan—which includes a book that I am 2/3 through writing. And possibly a podcast."

Ok!

I talked to Jean again and David would never not respond to her or call her, even when he was with me

**Schiappacasse000020**

2021-10-10 08:48:00

<https://podcasts.apple.com/us/podcast/something-was-wrong/id1447286743?i=1000426056851>

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2021-10-10 08:48:23

Is she going to forgive him?

No, not ever. She's said  
"He's been handled and he's done"

He denied having a sexual relationship with me, but i  
have receipts 😊

So, if he's capable of having real feelings, he has  
them for her and he's hurting now.

And, that makes me feel good

2021-10-10 08:51:29

He DOESNT. Schemers have short games (you) and  
long games (me/Jean). You figured him out.

2021-10-10 08:51:48

There is NO way he has the ability to be hurt.

I'm going to start listening to that podcast for sure

Tom Cardwell & John Hennessy want to chat with  
me

**Schiappacasse000021**

2021-10-10 08:53:46

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The exhaustion that you're feeling after a few weeks/ days..and she's feeling after a couple of days....I have been doing for TWO years....I've has to be calm, strategic, keep my kids and myself safe. All while he blasts me, lies, schemes others, etc. over and over and over again. Talk about exhaustion. Every. Single. Day. For two years...and that's just AFTER I FOUND THE COURAGE TO ESCAPE.

I'm always going to be one he wants to get now.... Because he couldn't. He might want to kill me

2021-10-10 08:54:31

I talked to John yesterday. He's a true professional, so may not say much, but he knows who Dave really is.

I'm going to get him out of the industry once and for all

I have enough power to where ppl will listen to me

2021-10-10 08:56:02

David has to now start focusing more on his next "mark". I'm sure he has a couple in the hopper...he always does. That's probably why he reached back out to you...since he and Jean were having some issues. There's always more he's prepping...both women and in business.

Schiappacasse000022

2021-10-10 10:10:49

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Do you know him?

No

2021-10-10 10:13:16

Also...the guys at Claimdoc??? There was a guy who was paying Dave kickbacks and I think they may have had a falling out. I found 1099's I didn't know existed. Dave was getting paid by them.

2021-10-10 10:13:30

I can't remember the guys name.

I talked to John

2021-10-13 15:53:29

How was that?

We think we've met before

I think Jean is going to be reaching out. I think she wants to meet in person

You

2021-10-13 15:54:40

What's her number or email?

She's going through the emotions

I'm kinda still, too

How do we secure the Veritas Allies name Nationally?

I gave her yours

**Schiappacasse000030**



2021-10-13 15:55:57

Me too. It's been a really hard week and today has been heavy.

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Just in case, i dont want to freak her out

What happened today

2021-10-13 15:57:13

I'm not going to reach out, but I had thought about having it. I think when I meet or talk to her, a version of reality is going to hit her very heavy.

I should fly up and we can all meet at the same time. I need girls too 🤔 🤔 🤔

She spent WAY more time with him though

2021-10-13 15:58:30

I think today I had a minute to have all of this catch up with me. It's pretty crazy and overwhelming. I was just finalized on the 21st, my 2 year anniversary or escaping him was October 8th and I'm still in legal battle with him. It's just a lot.

Schiappacasse000031

It is... you're at the finish line, though. And not alone.  
You've got real back up now

I almost want to reach out to Josh, but I'm afraid he's  
going to turn me in again

2021-10-13 16:00:09

The girls are weighing HEAVY on me and also anticipation of what Jean says Dave put them through regarding me. They both loved me so much and I loved them like my own kids. He put FEAR of me in their heads...and used them as pawns for creating an optic for others so they would think I was crazy. It's very sad for all.

2021-10-13 16:00:21

When I left him, I had to leave them with HIM.

2021-10-13 16:00:30

It was destroyed me.

2021-10-13 16:01:31

I am soooo glad you reached out to me. Come to Pdx!

Let me know when and I'm on my way! I can fly up next weekend to meet y'all

2021-10-13 16:05:08

The 23&24??

**Schiappacasse000032**

Yes, she's making herself available

She wants to play the long game, she's worried about the girls

I'm going into yoga

2021-10-13 18:04:54

Sounds good, and I agree about the girls. Have good yoga! I'll send some hotel links. 😊 Do you want to stay out in my area, or closer to downtown? Maybe we should chat about all the things you want to do while you're in town.

Maybe somewhere in between you and Jean?

Either or - looking forward to it

2021-10-13 19:13:17

Is there a hotel brand you like?

Usually Marriott but if you give me parameters I'll find one :)

2021-10-13 19:30:39

Schiappacasse000034

2021-10-13 19:30:39

<https://thehoxton.com/portland/rooms/>

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2021-10-13 19:30:39

2021-10-13 19:30:39

<https://www.portlandparamount.com>

2021-10-13 19:30:39

2021-10-13 19:30:40

<https://www.markspencer.com>

2021-10-13 19:30:40

2021-10-13 19:30:45

<https://www.marriott.com/hotels/travel/pdxck-courtyard-portland-southeast-clackamas/?scid=45f93f1b-bd77-45c9-8dab-83b6a417f6fe>

2021-10-13 19:30:45

**Schiappacasse000035**

2021-10-13 20:20:07

Downtown has been hit pretty hard in the last year....but the hotels are nice

2021-10-13 20:20:12

Perfect!!

I'll go in the middle and rent a car

2021-10-13 20:21:06

There isn't a lot in the middle. Lol!

I really want to do something cool with Veritas Allies

2021-10-13 20:21:39

We will. I need to be legally free of him.

He's going to drag it out forever

2021-10-13 20:23:58

Nope. He can't. It's all Court process. That can take awhile. But he's gonna LOSE!

Yaaaaayyyy...

2021-10-13 20:29:20

When you visit I'll read some  
Of my book to you. 😊

Page 30 of 42

That would be cool

I will read that whole book.

My best friend from Michigan wants to come so bad,  
i told her not this time... she's a VP of Marketing at  
Blue Cross and she wants to collaborate on VA

2021-10-15 14:05:59

Jean is struggling

2021-10-15 14:06:30

Tell her to reach out

I did - she's not ready. She'll meet us next week

2021-10-15 18:17:38

OMG!!! I just got blew off

He got a "call" from his "momma" cause she hit her  
head

Schiappacasse000040

ok, i have a friend that works at FOX NEWS and she's a producer

Let's BLOW this is

2021-10-15 18:38:39

Don't tell Jean. I think she's needing to decompress.

Up

I won't

Did she call you

2021-10-15 18:39:03

No. It's my gut

I think your right

But she will be there next week

**Schiappacasse000042**

Yes - she said thanks.

She's done with him, for real

2021-10-20 14:54:08

Thank you!!!

2021-10-20 14:54:14

Good for her!

2021-10-20 14:54:26

Good for you!

2021-10-20 14:54:32

Good for me!

Good for us!!

I have a feeling she may reach out

**2021-10-21 13:28:59**

You don't know how bad i want to text him & say

Geeze, it really sucks when people blow you off & ignore you, doesn't it?

**2021-10-27 14:18:28**

**Schiappacasse000055**



When is the OR website going to be updated with the new Veritas information? It's still showing DV

Have you heard from Jean?

2021-10-27 15:56:20

Hi. I haven't heard from Jean, which is totally fine. We all deal with things differently. My hope is she stays strong, listens to her gut and looks into the court docs if she has questions.

I don't think she'll talk to him, she was looking for a way out

2021-10-28 22:29:30

<https://vm.tiktok.com/ZM8asEbgc/>

2021-10-28 22:53:14

Wow. That feels so close to home...absolutely.

2021-10-28 22:53:26

He's a terrible human.

Her tiktok blog is cool

2021-11-02 15:26:19

Schiappacasse000056

What happened with the atty fees? Has that been completed?

I wonder how bad he's going to fuck Quinn over when it's time?

2021-11-04 12:54:59

2021-11-04 12:54:59

Fund, not find! Ha!

Fund what

2021-11-04 12:58:01

Fund, not find! Ha!

You should go to HCAA with me, for real

2021-11-04 12:59:19

Poor Quinn. He has no idea that when Dave goes to "refinance" he will not get a loan. He has NEVER been able to actually qualify on his own for a home that I know of. And he HAS screwed every person he's gone in on a home with until he legally has to be forced out. Good luck to Quinn when Dave says he's on the deed and did whatever "sweat equity" he has Quinn believing he will do. One sad thing is the Dave is probably getting smarter about how to basically steal housing and loans with people. Quinn will be in for a legal battle...but Dave needs to keep finding more and more people to find him. Lck!

Schiappacasse000059

2021-11-09 23:23:43

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November 10, 2021

Dear Grant,

Thank you for reaching out regarding the business registry situation with Veritas Allies, LLC. Rest assured, that while some found this a well-intended idea for a book I've been working on and a program of bringing people together to tell the truth, in allyship, your client does not need to lose sleep over such trivial things.

I have always loved the name Veritas Allies (Truth Allies), as your client and I used to discuss that business name in the past, and when I was informed it was available, I figured he must have changed course of his own businesses, so of course I snatched it up. I've noticed his business names changing quite a lot over the last couple of years.

I have registered so many businesses over time. Have done so with other business names such as Bloom, HR Safety NW, Proact Training, and others. This is not out of the ordinary for me. Some come to fruition, and some don't. That is neither here nor there. I always just like that they are there if I decide to turn them into something. Blame my entrepreneurial spirit!

I have filed to dissolve the business name (however ironic it is that your client operates under such a premise of providing truth allyship to their clients). Again, not my place to judge, simply my opinion.

I'm certain there will be a few days before it shows in the Oregon business registry system. Until then, keep checking.

Best,

**Schiappacasse000064**

I wouldn't dissolve it.

Keep it. It will drive him crazy

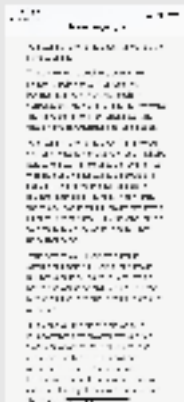
2021-11-10 07:24:08

Well...I don't want to get sued. I think there is some recourse for him and so I for sure don't want to engage in any more legal fights.

2021-11-10 07:25:26

<https://sos.oregon.gov/business/Pages/faq.aspx>

2021-11-10 07:25:56



2021-11-10 07:26:24

Don't you think this kind of says it all? Since I haven't been using it and he has?

But his wasn't filed. No one in Oregon was using it when you filed it. It was dissolved.  
You should talk to your attorney about it AND if they say ok, get it trademarked ASAP  
Then he can NEVER use it

2021-11-10 07:41:21

Ok. No matter what...it was a BADASS move and kind of fun for a minute.

2021-11-10 07:41:38

Have you heard anything new lately?

1000%

Nope... Vegas is coming up though.

I'm going

I can't wait to see Mary Beth ....

2021-11-10 07:42:56

Right? Is he still hanging with her a lot?

Probably— my crew isn't talking to her or engaging.

We think they are sleeping together, too.

I heard she had to pick up another job because her business is doing so bad

2021-11-10 07:45:07

What about his business?

2021-11-10 07:45:39

His response to our attorney fees declaration was that he objects because he doesn't have the financial means to pay them. 😏

No one can identify any of his clients outside of Mary Beth..

My friend's company has a contract out with him, but he hasn't signed it

2021-11-10 07:46:24

My attorney kind of blew that theory out of the after already, and what's sad is HE probably personally doesn't, but he's stealing money from people so he does have money to pay.

2021-11-10 07:47:31

And...there's at least \$25 still in the trust account, so he does have that-which will go to me.

2021-11-11 20:44:15

I sent the paperwork in the mail, but I wonder if there's a way to transfer it to you???

It's still in your name

2021-11-11 20:45:50

<https://sos.oregon.gov/business/Documents/business-registry-forms/general-aar.pdf>

Call them tomorrow and see if you can transfer...I'll pay your fee

2021-11-11 20:46:23

And half my attorney fees when he sues me? 🤔

He can't - he's got ZERO legal recourse

You dissolved it and I grabbed the name

2021-11-11 20:47:18

Yep!

Plus... He doesn't want to mess with me I think he knows that now



TOO many people will come for him

2021-11-11 20:48:14

I love that!!

2021-11-11 20:48:43

If you can make that happen...I'm 100% in support  
and I will have your back!

How can we transfer or do i just go register it before  
he does again?

2021-11-11 20:49:36



This part worries me.

2021-11-11 20:50:01

I think you have to. I already sent the paperwork in  
the mail.

2021-11-11 20:50:09

That keeps it clean too.

**Schiappacasse000079**



He's not trademarked

2021-11-11 20:50:20

If he tries to sue you...I'll support you.

That's where you would have got him

2021-11-11 20:50:56

I'll give you a cut of the book or whatever happens with the website.

He's MESSY with EVERYTHING. He 1/2 asses EVERYTHING

Laughed at "I'll give you a cut of the book or whatever happens with the website. "

2021-11-11 20:51:30

I just don't want to fight him anymore. I've spent 80k in attorney fees. That's my kids college!!

I hear you

2021-11-11 20:51:40

He is. He's a fucktard.

2021-11-13 23:01:24

Schiappacasse000080

David fired David Cardwell yesterday.

No severance

His business is struggling

Told him they could not afford to pay him anymore

Tom is pulling his business 10K lives

2021-11-24 08:47:54

That is not surprising at all.

2021-11-24 08:48:14

And wasn't David Cardwell a loyal fan?

**2021-11-24 09:30:21**

2021-11-24 09:30:21

What are you doing for Thanksgiving?

2021-11-24 10:13:54

That is not surprising at all.

2021-11-24 10:13:55

And wasn't David Cardwell a loyal fan?

**Schiappacasse000085**

**From:** [Shane Barnes](#)  
**To:** [Grant Engrav](#); [Tasi Misaalefua](#)  
**Subject:** FW: 168560895 | VERITAS ALLIES, LLC. | Business Registration  
**Date:** Tuesday, April 4, 2023 4:09:31 PM

---

Below is the response from the Oregon Secretary of State regarding the attempted registration of Veritas Allies (\$250).

---

**From:** Oregon SOS Central Business Registry <DoNotReply@oregon.gov>  
**Sent:** Thursday, October 28, 2021 10:02 AM  
**To:** Shane Barnes <sbarnes@veritasallies.com>  
**Subject:** 168560895 | VERITAS ALLIES, LLC. | Business Registration

Filing Date: Thu Oct 28 10:02:09 PDT 2021  
Business Name: VERITAS ALLIES, LLC.  
Registry Number: 168560895 (This is your Business Registry Number)

The filing you submitted could not be filed by the Oregon Corporation Division due to errors.

We are unable to process your document due to the following reasons(s)

**Business Overview Section**

The name of your entity is not distinguishable on our records from the name of another entity. Therefore, it is necessary for you to amend your entity name. Please submit an amendment to change your name.

You may use the link below to log in to Oregon Business Registry. From there you can make the correction and resubmit it.

[https://secure.sos.state.or.us/cbrbr/resumeNonOIMRenewal.action?  
email=sbarnes@veritasallies.com&pai=YWQZKLDTOCNU&beriRegistryNumber=168560895](https://secure.sos.state.or.us/cbrbr/resumeNonOIMRenewal.action?email=sbarnes@veritasallies.com&pai=YWQZKLDTOCNU&beriRegistryNumber=168560895)

Any fees submitted with this registration are nonrefundable and will be held for 45 days. The registration must be resubmitted within 45 days in order to avoid additional fees.

## MORVILLO ABRAMOWITZ GRAND IASON &amp; ANELLO P.C.

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 1938 - 2011  
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 1940 - 2002  
 JOHN J. TIGUE, JR.  
 1939 - 2009

\*ALSO ADMITTED IN WASHINGTON, D.C.  
 \*\*ALSO ADMITTED IN CONNECTICUT

March 28, 2022

**VIA EMAIL**

Shane Barnes, Esq.  
 EquitasDX, LLC  
 2175 NW Raleigh St Suite 110  
 Portland, Oregon 97210

Re: Amendment Number One to the Client Agreement Between EquitasDX, LLC & Leading Edge Administrators

Dear Mr. Barnes:

We represent Leading Edge Administrators, Inc. ("LEA"), and write to notify you that LEA is terminating its contract with EquitasDX, LLC., effective April 30, 2022 (the "Termination Date").

Pursuant to paragraphs 1(d) and 1(e) of Amendment Number One to the Client Agreement Between EquitasDX, LLC & Leading Edge Administrators, executed October 26, 2021 (the "Contract"), the Contract term expired January 1, 2022 with "no auto renewal." LEA will not be extending the Contract beyond April 30, 2022, and the Contract will terminate as of that date. Accordingly, Equitas shall cease providing services under the Contract as of May 1, 2022. Neither LEA nor any of its contracted or insured plans will pay for any services under the Contract rendered after April 30, 2022.

Please acknowledge your receipt of this notice of termination by March 31, 2022, so that we may arrange for an orderly winddown of the Contract, including discussing the mechanism by which LEA will pay for services rendered through the Termination Date.

Thank you in advance for your cooperation.

Sincerely,

/s/ Robert J. Anello  
 Robert J. Anello

## MORVILLO ABRAMOWITZ GRAND IASON &amp; ANELLO P.C.

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 1940-2002  
 JOHN J. TIGUE, JR.  
 1939-2009

\*ALSO ADMITTED IN WASHINGTON, D.C.  
 \*\*ALSO ADMITTED IN CONNECTICUT

April 4, 2022

**VIA EMAIL**

Sharon Snyder  
 EquitasDX, LLC  
 2175 NW Raleigh St Suite 110  
 Portland, Oregon 97210

Re: Amendment Number One to the Client Agreement Between EquitasDX, LLC & Leading Edge Administrators

Dear Ms. Snyder:

We represent Leading Edge Administrators, Inc. ("LEA"), and write in response to the email you sent to Avrumi Friedman on March 30, 2022, and in furtherance of our letter of March 22, 2022, notifying EquitasDX, LLC ("Equitas") of LEA's termination of Amendment Number One to the Client Agreement Between EquitasDX, LLC & Leading Edge Administrators (the "Amended Master Client Agreement"), effective April 30, 2022 (the "Termination Date").

Your March 30 email is based on the false premise that following LEA's termination of the Amended Master Client Agreement, the individual Client Agreements remain in effect. They do not. By its terms, the Amended Master Client Agreement (1) expired January 1, 2022 with "no auto renewal," (2) "constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement," and (3) "supersedes all prior agreements or understandings." Each individual Client Agreement was entered prior to the Amended Master Client Agreement, and by LEA as the "Client." Accordingly, those pre-existing individual Client Agreements were superseded by the Amended Master Client Agreement and likewise expired January 1, 2022. The references to individual Client Agreements in the Amended Master Client Agreement are, by their terms, forward looking and, under settled principals of contract construction, do not apply to the pre-existing individual Client Agreements.

Moreover, even under the reasoning of your email, no basis would exist for Equitas to continue to provide services to plans for which no individual Client Agreement exists. Finally,

MORVILLO ABRAMOWITZ GRAND IASON & ANELLO P.C.

although unnecessary, notice hereby is given of the termination of each existing individual Client Agreement, including those identified in your March 30 email.

We reiterate our request that Equitas contact us as soon as possible so we may arrange for an orderly winddown of its business with LEA, including discussing the mechanism by which LEA will pay for services rendered through the Termination Date. Thank you in advance for your cooperation.

Sincerely,

/s/ Robert J. Anello  
Robert J. Anello

Copy to (by email):

Shane Barnes, Esq.

## EquitasDX

Transaction Report  
October 2021 - August 2022

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Sales								
Leading Edge Administrators								
10/19/2021	Invoice	1288	Leading Edge Administrators	Ideal Personel Services, Inc-MEC RBP-Oct	Sales	Accounts Receivable (A/R)	86.45	86.45
10/19/2021	Invoice	1288	Leading Edge Administrators	Worldwide Sourcing-Oct	Sales	Accounts Receivable (A/R)	2,192.68	2,279.13
10/19/2021	Invoice	1288	Leading Edge Administrators	YPS Anesthesia-Oct	Sales	Accounts Receivable (A/R)	300.61	2,579.74
10/19/2021	Invoice	1288	Leading Edge Administrators	LPT Retail-Oct	Sales	Accounts Receivable (A/R)	117.89	2,697.63
10/19/2021	Invoice	1287	Leading Edge Administrators	WAGEU	Sales	Accounts Receivable (A/R)	234.00	2,931.63
10/19/2021	Invoice	1287	Leading Edge Administrators	WAGEU	Sales	Accounts Receivable (A/R)	2,100.00	5,031.63
10/19/2021	Invoice	1287	Leading Edge Administrators	WAGEU	Sales	Accounts Receivable (A/R)	13,704.00	18,735.63
10/19/2021	Invoice	1288	Leading Edge Administrators	CTSCE: Commercial Trade Source Inc-Oct	Sales	Accounts Receivable (A/R)	194.51	18,930.14
10/19/2021	Invoice	1288	Leading Edge Administrators	LyfeSystems-Oct	Sales	Accounts Receivable (A/R)	247.56	19,177.70
10/19/2021	Invoice	1288	Leading Edge Administrators	Universal Molding RBP-Oct	Sales	Accounts Receivable (A/R)	1,656.30	20,834.00
10/19/2021	Invoice	1287	Leading Edge Administrators	WAGEU	Sales	Accounts Receivable (A/R)	2,412.00	23,246.00
10/19/2021	Invoice	1287	Leading Edge Administrators	WAGEU	Sales	Accounts Receivable (A/R)	2,496.00	25,742.00
10/20/2021	Invoice	1288	Leading Edge Administrators	Ideal Personel Services, Inc-MEC RBP-Oct	Sales	Accounts Receivable (A/R)	9.08	25,751.08
10/20/2021	Invoice	1288	Leading Edge Administrators	Universal Molding RBP-Oct	Sales	Accounts Receivable (A/R)	174.06	25,925.14
10/20/2021	Invoice	1288	Leading Edge Administrators	YPS Anesthesia-Oct	Sales	Accounts Receivable (A/R)	31.59	25,956.73
10/20/2021	Invoice	1288	Leading Edge Administrators	Worldwide Sourcing-Oct	Sales	Accounts Receivable (A/R)	230.42	26,187.15
10/20/2021	Invoice	1288	Leading Edge Administrators	LyfeSystems-Oct	Sales	Accounts Receivable (A/R)	26.02	26,213.17
10/20/2021	Invoice	1288	Leading Edge Administrators	LPT Retail-Oct	Sales	Accounts Receivable (A/R)	12.39	26,225.56
10/20/2021	Invoice	1288	Leading Edge Administrators	CTSCE: Commercial Trade Source Inc-Oct	Sales	Accounts Receivable (A/R)	20.44	26,246.00
10/29/2021	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	Accounts Receivable (A/R)	2.96	26,248.96
10/29/2021	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	36.43	26,285.39
10/29/2021	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	Accounts Receivable (A/R)	9.43	26,294.82
10/29/2021	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	2.59	26,297.41

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
10/29/2021	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	6.98	26,304.39
10/29/2021	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	Accounts Receivable (A/R)	216.50	26,520.89
10/29/2021	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	0.68	26,521.57
10/29/2021	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	9.56	26,531.13
10/29/2021	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	5.55	26,536.68
10/29/2021	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	Accounts Receivable (A/R)	4.36	26,541.04
10/29/2021	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	Accounts Receivable (A/R)	22.54	26,563.58
10/29/2021	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	Accounts Receivable (A/R)	2.26	26,565.84
10/29/2021	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	7.11	26,572.95
11/23/2021	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	92.88	26,665.83
11/23/2021	Deposit		Leading Edge Administrators	FEDWIRE CREDIT VIA: SIGNATURE BA NK/026013576 B/O: OMNI ADMINISTRATORS INC BROOKLYN NY 11234 REF: CHASE NYC/CTR/BNF=EQUITAS DX LLC PORTLAND OR 97210-2392 US/AC-00000000 5167 RFB=O/B SIGNATURE BA OBI=OCT- WW S, ATRIUM, EMPIRE, LMI, WWS ADDI TIONAL, WW PW I	Sales	Checking 0717	8,466.00	35,131.83
11/23/2021	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	Accounts Receivable (A/R)	29.55	35,161.38
11/23/2021	Deposit		Leading Edge Administrators	FEDWIRE CREDIT VIA: SIGNATURE BA NK/026013576 B/O: OMNI ADMINISTRATORS INC BROOKLYN NY 11234 REF: CHASE NYC/CTR/BNF=EQUITAS DX LLC PORTLAND OR 97210-2392 US/AC-00000000 5167 RFB=O/B SIGNATURE BA OBI=NOV- IDEAL, CT, EMPIRE, LMI, LPT, HSL ME C AND MVP IMAD:	Sales	Checking 0717	4,273.00	39,434.38
11/23/2021	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	33.78	39,468.16
11/23/2021	Invoice	1288	Leading Edge Administrators	YPS Anesthesia-Oct	Sales	Accounts Receivable (A/R)	279.80	39,747.96
11/23/2021	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	91.19	39,839.15
11/23/2021	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	476.21	40,315.36
11/23/2021	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	8.87	40,324.23
11/23/2021	Invoice	1330	Leading Edge Administrators	Atrium-October	Sales	Accounts Receivable (A/R)	660.00	40,984.23
11/23/2021	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	124.96	41,109.19
11/23/2021	Invoice	1288	Leading Edge Administrators	Universal Molding RBP-Oct	Sales	Accounts Receivable (A/R)	1,541.64	42,650.83
11/23/2021	Invoice	1330	Leading Edge Administrators	Empire-October	Sales	Accounts Receivable (A/R)	2,142.00	44,792.83
11/23/2021	Invoice	1331	Leading Edge	Wage U-Nov	Sales	Accounts	2,829.44	47,622.27

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
			Administrators			Receivable (A/R)		
11/23/2021	Invoice	1288	Leading Edge Administrators	Ideal Personel Services, Inc-MEC RBP-Oct	Sales	Accounts Receivable (A/R)	80.47	47,702.74
11/23/2021	Invoice	1330	Leading Edge Administrators	LMI-October	Sales	Accounts Receivable (A/R)	516.00	48,218.74
11/23/2021	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	Accounts Receivable (A/R)	56.99	48,275.73
11/23/2021	Invoice	1288	Leading Edge Administrators	CTSCE: Commercial Trade Source Inc-Oct	Sales	Accounts Receivable (A/R)	181.05	48,456.78
11/23/2021	Invoice	1330	Leading Edge Administrators	World Wide Sourcing-SF- Additional to October	Sales	Accounts Receivable (A/R)	168.00	48,624.78
11/23/2021	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	Accounts Receivable (A/R)	38.70	48,663.48
11/23/2021	Invoice	1330	Leading Edge Administrators	World Wide Sourcing-PN -October	Sales	Accounts Receivable (A/R)	516.00	49,179.48
11/23/2021	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	Accounts Receivable (A/R)	123.28	49,302.76
11/23/2021	Invoice	1288	Leading Edge Administrators	LPT Retail-Oct	Sales	Accounts Receivable (A/R)	109.72	49,412.48
11/23/2021	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	Accounts Receivable (A/R)	294.54	49,707.02
11/23/2021	Invoice	1288	Leading Edge Administrators	LyfeSystems-Oct	Sales	Accounts Receivable (A/R)	230.43	49,937.45
11/23/2021	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	72.61	50,010.06
11/23/2021	Invoice	1288	Leading Edge Administrators	Worldwide Sourcing-Oct	Sales	Accounts Receivable (A/R)	2,040.89	52,050.95
11/24/2021	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	158.92	52,209.87
11/24/2021	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	7.02	52,216.89
11/24/2021	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	15.09	52,231.98
11/24/2021	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	341.68	52,573.66
11/24/2021	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	Accounts Receivable (A/R)	61.21	52,634.87
11/24/2021	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	Accounts Receivable (A/R)	1,385.91	54,020.78
11/24/2021	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	Accounts Receivable (A/R)	25.62	54,046.40
11/24/2021	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	Accounts Receivable (A/R)	580.06	54,626.46
11/24/2021	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	Accounts Receivable (A/R)	8.04	54,634.50
11/24/2021	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	Accounts Receivable (A/R)	182.10	54,816.60

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
11/24/2021	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	Accounts Receivable (A/R)	11.85	54,828.45
11/24/2021	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	Accounts Receivable (A/R)	268.17	55,096.62
11/24/2021	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	429.08	55,525.70
11/24/2021	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	18.95	55,544.65
11/24/2021	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	2,240.77	57,785.42
11/24/2021	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	98.96	57,884.38
11/24/2021	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	41.72	57,926.10
11/24/2021	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	1.85	57,927.95
11/24/2021	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	588.00	58,515.95
11/24/2021	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	25.97	58,541.92
11/24/2021	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	Accounts Receivable (A/R)	13,313.51	71,855.43
11/24/2021	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	Accounts Receivable (A/R)	588.00	72,443.43
11/24/2021	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	437.03	72,880.46
11/24/2021	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	19.30	72,899.76
11/24/2021	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	Accounts Receivable (A/R)	139.05	73,038.81
11/24/2021	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	Accounts Receivable (A/R)	6.14	73,044.95
12/09/2021	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	Accounts Receivable (A/R)	30.37	73,075.32
12/09/2021	Deposit		Leading Edge Administrators	FEDWIRE CREDIT VIA: SIGNATURE BA NK/026013576 B/O: OMNI ADMINISTRATORS INC BROOKLYN NY 11234 REF: CHASE NYC/CTR/BNF=EQUITAS DX LLC PORTLAND OR 97210-2392 US/AC-00000000 5167 RFB=O/B SIGNATURE BA OBI=NOV F ABUWOOD, YPS WWS IMAD: 1209B6B7261F006179 TRN: 088	Sales	Checking 0717	4,392.00	77,467.32
12/09/2021	Deposit		Leading Edge Administrators	FEDWIRE CREDIT VIA: SIGNATURE BA NK/026013576 B/O: OMNI ADMINISTRATORS INC BROOKLYN NY 11234 REF: CHASE NYC/CTR/BNF=EQUITAS DX LLC PORTLAND OR 97210-2392 US/AC-00000000 5167 RFB=O/B SIGNATURE BA OBI=DEC I DEAL, CT, YPS, HSL, LMI, LPT IMAD: 1209B6B7261F006	Sales	Checking 0717	2,775.00	80,242.32
12/09/2021	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	95.47	80,337.79
12/09/2021	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	128.44	80,466.23
12/09/2021	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	Accounts Receivable (A/R)	58.58	80,524.81
12/09/2021	Invoice	1331	Leading Edge	Empire-Nov	Sales	Accounts	302.75	80,827.56

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
			Administrators			Receivable (A/R)		
12/09/2021	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	9.11	80,836.67
12/09/2021	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	Accounts Receivable (A/R)	39.78	80,876.45
12/09/2021	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	34.72	80,911.17
12/09/2021	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	489.48	81,400.65
12/09/2021	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	Accounts Receivable (A/R)	126.70	81,527.35
12/09/2021	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	74.63	81,601.98
12/09/2021	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	93.73	81,695.71
12/09/2021	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	Accounts Receivable (A/R)	2,908.24	84,603.95
01/12/2022	Invoice	11012023	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	1,761.57	86,365.52
01/12/2022	Invoice	11012023	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	15.33	86,380.85
01/12/2022	Invoice	1382	Leading Edge Administrators	Wage U-Dec	Sales	Accounts Receivable (A/R)	3,015.60	89,396.45
01/12/2022	Invoice	11012023	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	3.95	89,400.40
01/12/2022	Invoice	1382	Leading Edge Administrators	HSL MVP-Dec	Sales	Accounts Receivable (A/R)	35.84	89,436.24
01/12/2022	Invoice	11012023	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	27.28	89,463.52
01/12/2022	Invoice	1382	Leading Edge Administrators	HSL Mec-Dec	Sales	Accounts Receivable (A/R)	9.40	89,472.92
01/12/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	130.74	89,603.66
01/12/2022	Invoice	1382	Leading Edge Administrators	World Wide Sourcing-SF-Dec	Sales	Accounts Receivable (A/R)	602.05	90,205.71
01/12/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	115.24	90,320.95
01/12/2022	Invoice	1382	Leading Edge Administrators	YPS Anesthesia-Dec	Sales	Accounts Receivable (A/R)	114.67	90,435.62
01/12/2022	Invoice	11012023	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	33.90	90,469.52
01/12/2022	Invoice	1382	Leading Edge Administrators	Ideal Personnel-Dec	Sales	Accounts Receivable (A/R)	39.42	90,508.94
01/12/2022	Invoice	11012023	Leading Edge Administrators	Atrium SNF Holdings	Sales	Accounts Receivable (A/R)	52.29	90,561.23
01/12/2022	Invoice	1382	Leading Edge Administrators	Commercial Trade-Dec	Sales	Accounts Receivable (A/R)	94.97	90,656.20

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
01/12/2022	Invoice	11012023	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	40.68	90,696.88
01/12/2022	Invoice	1382	Leading Edge Administrators	LMI-Dec	Sales	Accounts Receivable (A/R)	77.04	90,773.92
01/12/2022	Invoice	11012023	Leading Edge Administrators	Empire Health Mgmt	Sales	Accounts Receivable (A/R)	155.35	90,929.27
01/12/2022	Invoice	1382	Leading Edge Administrators	LPT Retail-Dec	Sales	Accounts Receivable (A/R)	43.01	90,972.28
01/12/2022	Invoice	11012023	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	116.21	91,088.49
01/12/2022	Invoice	11012023	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	22.28	91,110.77
01/12/2022	Invoice	11012023	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	21.31	91,132.08
01/12/2022	Invoice	11012023	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	41.64	91,173.72
01/12/2022	Invoice	11012023	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	23.24	91,196.96
01/12/2022	Invoice	11012023	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	250.82	91,447.78
01/12/2022	Invoice	11012023	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	56.17	91,503.95
01/14/2022	Invoice	1382	Leading Edge Administrators	World Wide Sourcing-SF-Dec	Sales	Accounts Receivable (A/R)	3,429.95	94,933.90
01/14/2022	Invoice	1382	Leading Edge Administrators	HSL MVP-Dec	Sales	Accounts Receivable (A/R)	204.16	95,138.06
01/14/2022	Invoice	1382	Leading Edge Administrators	Commercial Trade-Dec	Sales	Accounts Receivable (A/R)	541.03	95,679.09
01/14/2022	Invoice	1382	Leading Edge Administrators	LPT Retail-Dec	Sales	Accounts Receivable (A/R)	244.99	95,924.08
01/14/2022	Invoice	1382	Leading Edge Administrators	Wage U-Dec	Sales	Accounts Receivable (A/R)	17,180.40	113,104.48
01/14/2022	Invoice	1382	Leading Edge Administrators	Ideal Personnel-Dec	Sales	Accounts Receivable (A/R)	224.58	113,329.06
01/14/2022	Invoice	1382	Leading Edge Administrators	YPS Anesthesia-Dec	Sales	Accounts Receivable (A/R)	653.33	113,982.39
01/14/2022	Invoice	1382	Leading Edge Administrators	LMI-Dec	Sales	Accounts Receivable (A/R)	438.96	114,421.35
01/14/2022	Invoice	1382	Leading Edge Administrators	HSL Mec-Dec	Sales	Accounts Receivable (A/R)	53.60	114,474.95
03/02/2022	Invoice	11012023	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	13,407.12	127,882.07
03/02/2022	Invoice	11012023	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	6,007.04	133,889.11
03/02/2022	Invoice	11012027	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	14,988.44	148,877.55
03/02/2022	Invoice	11012027	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable	6,046.26	154,923.81

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03/02/2022	Invoice	11012025	Leading Edge Administrators	Balanced Staffing - MEC Group	Sales	(A/R) Accounts Receivable	591.50	155,515.31
03/02/2022	Invoice	11012028	Leading Edge Administrators	Atrium SNF Holdings	Sales	(A/R) Accounts Receivable	366.68	155,881.99
03/02/2022	Invoice	11012023	Leading Edge Administrators	Arkansas Opco	Sales	(A/R) Accounts Receivable	257.97	156,139.96
03/02/2022	Invoice	11012023	Leading Edge Administrators	Arkansas Opco	Sales	(A/R) Accounts Receivable	115.58	156,255.54
03/02/2022	Invoice	11012027	Leading Edge Administrators	Arkansas Opco	Sales	(A/R) Accounts Receivable	281.32	156,536.86
03/02/2022	Invoice	11012027	Leading Edge Administrators	Arkansas Opco	Sales	(A/R) Accounts Receivable	113.48	156,650.34
03/02/2022	Invoice	11012025	Leading Edge Administrators	Balanced Staffing - MVP Group	Sales	(A/R) Accounts Receivable	864.00	157,514.34
03/02/2022	Invoice	11012028	Leading Edge Administrators	Empire Health Mgmt	Sales	(A/R) Accounts Receivable	1,131.20	158,645.54
03/02/2022	Invoice	11012023	Leading Edge Administrators	Atrium SNF Holdings	Sales	(A/R) Accounts Receivable	398.01	159,043.55
03/02/2022	Invoice	11012023	Leading Edge Administrators	Atrium SNF Holdings	Sales	(A/R) Accounts Receivable	178.33	159,221.88
03/02/2022	Invoice	11012027	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	322.69	159,544.57
03/02/2022	Invoice	11012027	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	130.18	159,674.75
03/02/2022	Invoice	11012028	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	(A/R) Accounts Receivable	119.88	159,794.63
03/02/2022	Invoice	11012023	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	309.57	160,104.20
03/02/2022	Invoice	11012023	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	138.70	160,242.90
03/02/2022	Invoice	11012027	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	959.79	161,202.69
03/02/2022	Invoice	11012027	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	387.17	161,589.86
03/02/2022	Invoice	11012028	Leading Edge Administrators	Ultimate Services For You - OMNI	Sales	(A/R) Accounts Receivable	511.24	162,101.10
03/02/2022	Invoice	11012023	Leading Edge Administrators	Empire Health Mgmt	Sales	(A/R) Accounts Receivable	1,182.37	163,283.47
03/02/2022	Invoice	11012023	Leading Edge Administrators	Empire Health Mgmt	Sales	(A/R) Accounts Receivable	529.76	163,813.23
03/02/2022	Invoice	11012027	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	(A/R) Accounts Receivable	226.16	164,039.39
03/02/2022	Invoice	11012027	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	(A/R) Accounts Receivable	91.23	164,130.62
03/02/2022	Invoice	11012023	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	884.47	165,015.09
03/02/2022	Invoice	11012023	Leading Edge	E. L. Davis Engineering	Sales	Accounts	396.28	165,411.37

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			Administrators			Receivable (A/R)		
03/02/2022	Invoice	11012027	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	38.61	165,449.98
03/02/2022	Invoice	11012027	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	15.58	165,465.56
03/02/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	877.10	166,342.66
03/02/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	392.99	166,735.65
03/02/2022	Invoice	11012027	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	137.90	166,873.55
03/02/2022	Invoice	11012027	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	55.63	166,929.18
03/02/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	995.03	167,924.21
03/02/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	445.82	168,370.03
03/02/2022	Invoice	11012027	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	265.46	168,635.49
03/02/2022	Invoice	11012027	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	107.08	168,742.57
03/02/2022	Invoice	11012023	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	207.57	168,950.14
03/02/2022	Invoice	11012023	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	93.00	169,043.14
03/02/2022	Invoice	11012027	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	248.22	169,291.36
03/02/2022	Invoice	11012027	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	100.13	169,391.49
03/02/2022	Invoice	11012023	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	30.10	169,421.59
03/02/2022	Invoice	11012023	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	13.49	169,435.08
03/02/2022	Invoice	11012027	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	190.30	169,625.38
03/02/2022	Invoice	11012027	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	76.77	169,702.15
03/02/2022	Invoice	11012023	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	116.70	169,818.85
03/02/2022	Invoice	11012023	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	52.29	169,871.14
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	2,705.62	172,576.76
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	1,091.43	173,668.19
03/02/2022	Invoice	11012023	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	162.16	173,830.35

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03/02/2022	Invoice	11012023	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	72.65	173,903.00
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	200.27	174,103.27
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	496.45	174,599.72
03/02/2022	Invoice	11012023	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	142.00	174,741.72
03/02/2022	Invoice	11012027	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	170.22	174,911.94
03/02/2022	Invoice	11012023	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	316.93	175,228.87
03/02/2022	Invoice	11012027	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	421.97	175,650.84
03/02/2022	Invoice	11012023	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	191.54	175,842.38
03/02/2022	Invoice	11012023	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	427.49	176,269.87
03/02/2022	Invoice	11012023	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	855.32	177,125.19
03/02/2022	Invoice	11012023	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	1,908.99	179,034.18
03/02/2022	Invoice	11012023	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	79.25	179,113.43
03/02/2022	Invoice	11012023	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	176.89	179,290.32
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	183.57	179,473.89
03/02/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	455.07	179,928.96
03/02/2022	Invoice	11012023	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	75.96	180,004.92
03/02/2022	Invoice	11012023	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	169.53	180,174.45
03/03/2022	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	Accounts Receivable (A/R)	0.69	180,175.14
03/03/2022	Invoice	11012023	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	3.26	180,178.40
03/03/2022	Invoice	11012023	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	5.84	180,184.24
03/03/2022	Invoice	0209202203	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	2.87	180,187.11
03/03/2022	Invoice	11012023	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	2.99	180,190.10
03/03/2022	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	Accounts Receivable (A/R)	7.24	180,197.34
03/03/2022	Invoice	11012023	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable	35.15	180,232.49

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03/03/2022	Invoice	11012023	Leading Edge Administrators	LPT Retail Mgmt	Sales	(A/R) Accounts Receivable	3.12	180,235.61
03/03/2022	Invoice	11012023	Leading Edge Administrators	YPS Anesthesia Services	Sales	(A/R) Accounts Receivable	7.87	180,243.48
03/03/2022	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	(A/R) Accounts Receivable	2.30	180,245.78
03/03/2022	Invoice	0209202203	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	2.18	180,247.96
03/03/2022	Invoice	11012023	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	(A/R) Accounts Receivable	3.82	180,251.78
03/03/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	(A/R) Accounts Receivable	18.32	180,270.10
03/03/2022	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	(A/R) Accounts Receivable	2.63	180,272.73
03/03/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MVP	Sales	(A/R) Accounts Receivable	0.89	180,273.62
03/03/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	(A/R) Accounts Receivable	16.16	180,289.78
03/03/2022	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	(A/R) Accounts Receivable	5.66	180,295.44
03/03/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MEC	Sales	(A/R) Accounts Receivable	0.31	180,295.75
03/03/2022	Invoice	11012023	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	16.28	180,312.03
03/03/2022	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	(A/R) Accounts Receivable	22.96	180,334.99
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	(A/R) Accounts Receivable	1.41	180,336.40
03/03/2022	Invoice	11012023	Leading Edge Administrators	Empire Health Mgmt	Sales	(A/R) Accounts Receivable	21.78	180,358.18
03/03/2022	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	(A/R) Accounts Receivable	9.61	180,367.79
03/03/2022	Invoice	11012028	Leading Edge Administrators	Ultimate Services For You - OMNI	Sales	(A/R) Accounts Receivable	208.92	180,576.71
03/03/2022	Invoice	0209202203	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	6.32	180,583.03
03/03/2022	Invoice	11012023	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	5.70	180,588.73
03/03/2022	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	(A/R) Accounts Receivable	3.01	180,591.74
03/03/2022	Invoice	11012028	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	(A/R) Accounts Receivable	48.98	180,640.72
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	1.97	180,642.69
03/03/2022	Invoice	11012023	Leading Edge Administrators	Atrium SNF Holdings	Sales	(A/R) Accounts Receivable	7.33	180,650.02
03/03/2022	Invoice	1331	Leading Edge	Fabuwood-Nov	Sales	Accounts	4.45	180,654.47

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			Administrators			Receivable (A/R)		
03/03/2022	Invoice	11012028	Leading Edge Administrators	Empire Health Mgmt	Sales	Accounts Receivable (A/R)	462.26	181,116.73
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	1.97	181,118.70
03/03/2022	Invoice	11012023	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	4.75	181,123.45
03/03/2022	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	Accounts Receivable (A/R)	220.53	181,343.98
03/03/2022	Invoice	11012028	Leading Edge Administrators	Atrium SNF Holdings	Sales	Accounts Receivable (A/R)	149.84	181,493.82
03/03/2022	Invoice	0209202203	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	94.46	181,588.28
03/03/2022	Invoice	11012023	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	246.88	181,835.16
03/03/2022	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	Accounts Receivable (A/R)	9.74	181,844.90
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	1.36	181,846.26
03/03/2022	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	7.11	181,853.37
03/03/2022	Invoice	11012023	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	0.55	181,853.92
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	1.23	181,855.15
03/03/2022	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	37.12	181,892.27
03/03/2022	Invoice	11012023	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	2.15	181,894.42
03/03/2022	Invoice	0209202203	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	20.03	181,914.45
03/10/2022	Invoice	11012023	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	405.38	182,319.83
03/10/2022	Invoice	11012023	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	6.27	182,326.10
03/10/2022	Invoice	11012023	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	7.80	182,333.90
03/10/2022	Invoice	11012023	Leading Edge Administrators	Empire Health Mgmt	Sales	Accounts Receivable (A/R)	35.75	182,369.65
03/10/2022	Invoice	11012023	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	9.36	182,379.01
03/10/2022	Invoice	11012023	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	3.53	182,382.54
03/10/2022	Invoice	11012023	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	26.74	182,409.28
03/10/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	30.09	182,439.37

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
03/10/2022	Invoice	11012023	Leading Edge Administrators	Atrium SNF Holdings	Sales	Accounts Receivable (A/R)	12.04	182,451.41
03/10/2022	Invoice	11012023	Leading Edge Administrators	E.L. Davis Engineering	Sales	Accounts Receivable (A/R)	26.52	182,477.93
03/10/2022	Invoice	11012023	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	0.91	182,478.84
03/10/2022	Invoice	11012023	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	4.91	182,483.75
03/10/2022	Invoice	11012023	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	9.58	182,493.33
03/10/2022	Invoice	11012023	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	5.12	182,498.45
03/10/2022	Invoice	11012023	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	5.35	182,503.80
03/10/2022	Invoice	11012023	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	57.72	182,561.52
03/10/2022	Invoice	11012023	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	12.93	182,574.45
03/10/2022	Deposit		Leading Edge Administrators	FEDWIRE CREDIT VIA: SIGNATURE BA NK/026013576 B/O: OMNI ADMINISTRATORS INC BROOKLYN NY 11234 REF: CHASE NYC/CTR/BNF=EQUITAS DX LLC PORTLAND OR 97210-2392 US/AC-00000000 5167 RFB=O/B SIGNATURE BA OBI=11012 023 ATRIUM AND ARKANSAS JAN IMAD: 0310B6B7261F0053	Sales	Checking 0717	1,068.00	183,642.45
03/24/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	23.30	183,665.75
03/24/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Prevailing Wage	Sales	Accounts Receivable (A/R)	21.35	183,687.10
03/24/2022	Invoice	11012027	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	19.80	183,706.90
03/24/2022	Invoice	11012027	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	8.93	183,715.83
03/24/2022	Invoice	11012028	Leading Edge Administrators	Ultimate Services For You - OMNI	Sales	Accounts Receivable (A/R)	149.84	183,865.67
03/24/2022	Invoice	0209202201	Leading Edge Administrators	Balanced Staffing - MVP Group	Sales	Accounts Receivable (A/R)	900.00	184,765.67
03/24/2022	Invoice	11012027	Leading Edge Administrators	LPT Retail Mgmt	Sales	Accounts Receivable (A/R)	11.65	184,777.32
03/24/2022	Invoice	11012028	Leading Edge Administrators	Empire Health Mgmt	Sales	Accounts Receivable (A/R)	331.55	185,108.87
03/24/2022	Invoice	11012027	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	15.15	185,124.02
03/24/2022	Invoice	11012027	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	126.95	185,250.97
03/24/2022	Invoice	0209202201	Leading Edge Administrators	Balanced Staffing - MEC Group	Sales	Accounts Receivable (A/R)	535.50	185,786.47
03/24/2022	Invoice	11012028	Leading Edge Administrators	LMI Landscapes, Inc.	Sales	Accounts Receivable (A/R)	35.14	185,821.61
03/24/2022	Invoice	11012027	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	1.82	185,823.43

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03/24/2022	Invoice	11012027	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	703.29	186,526.72
03/24/2022	Invoice	11012027	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	10.61	186,537.33
03/24/2022	Invoice	11012028	Leading Edge Administrators	Atrium SNF Holdings	Sales	Accounts Receivable (A/R)	107.47	186,644.80
03/24/2022	Invoice	11012027	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	45.03	186,689.83
03/24/2022	Invoice	11012027	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	12.45	186,702.28
03/24/2022	Invoice	11012027	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	6.47	186,708.75
03/24/2022	Invoice	11012027	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	13.20	186,721.95
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	89.26	186,811.21
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	193.13	187,004.34
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	79.99	187,084.33
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	3,165.59	190,249.92
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	1,311.06	191,560.98
03/31/2022	Invoice	0209202203	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	14,925.33	206,486.31
03/31/2022	Invoice	0209202203	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	6,181.45	212,667.76
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	310.68	212,978.44
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Arkansas Opco	Sales	Accounts Receivable (A/R)	128.67	213,107.11
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	310.69	213,417.80
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	128.68	213,546.48
03/31/2022	Invoice	0209202203	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	999.22	214,545.70
03/31/2022	Invoice	0209202203	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	413.83	214,959.53
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	223.21	215,182.74
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	Accounts Receivable (A/R)	92.45	215,275.19
03/31/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	48.98	215,324.17
03/31/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable	20.28	215,344.45

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03/31/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MVP	Sales	(A/R) Accounts Receivable	139.95	215,484.40
03/31/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MVP	Sales	(A/R) Accounts Receivable	57.96	215,542.36
03/31/2022	Invoice	0209202203	Leading Edge Administrators	Ideal Personnel Services	Sales	(A/R) Accounts Receivable	215.52	215,757.88
03/31/2022	Invoice	0209202203	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	142.58	215,900.46
03/31/2022	Invoice	0209202203	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	344.27	216,244.73
03/31/2022	Invoice	0209202203	Leading Edge Administrators	YPS Anesthesia Services	Sales	(A/R) Accounts Receivable	187.79	216,432.52
03/31/2022	Invoice	0209202203	Leading Edge Administrators	YPS Anesthesia Services	Sales	(A/R) Accounts Receivable	453.43	216,885.95
04/13/2022	Invoice	1331	Leading Edge Administrators	HSL Mec-Nov	Sales	(A/R) Accounts Receivable	0.09	216,886.04
04/13/2022	Invoice	0209202203	Leading Edge Administrators	YPS Anesthesia Services	Sales	(A/R) Accounts Receivable	3.91	216,889.95
04/13/2022	Invoice	0209202203	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	2.97	216,892.92
04/13/2022	Invoice	1331	Leading Edge Administrators	Atrium- Nov	Sales	(A/R) Accounts Receivable	0.98	216,893.90
04/13/2022	Invoice	1331	Leading Edge Administrators	HSL MVP-Nov	Sales	(A/R) Accounts Receivable	0.31	216,894.21
04/13/2022	Invoice	1331	Leading Edge Administrators	Ultimate Services(wage p)-Nov	Sales	(A/R) Accounts Receivable	1.32	216,895.53
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	(A/R) Accounts Receivable	27.31	216,922.84
04/13/2022	Invoice	1331	Leading Edge Administrators	Wage U-Nov	Sales	(A/R) Accounts Receivable	29.79	216,952.63
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Arkansas Opco	Sales	(A/R) Accounts Receivable	2.68	216,955.31
04/13/2022	Invoice	1331	Leading Edge Administrators	Fabuwood-Nov	Sales	(A/R) Accounts Receivable	0.60	216,955.91
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	2.68	216,958.59
04/13/2022	Invoice	1331	Leading Edge Administrators	Ideal Personnel-Nov	Sales	(A/R) Accounts Receivable	0.41	216,959.00
04/13/2022	Invoice	0209202203	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	8.62	216,967.62
04/13/2022	Invoice	1331	Leading Edge Administrators	Commercial Trade-Nov	Sales	(A/R) Accounts Receivable	1.30	216,968.92
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Fabuwood Cabinetry Corp	Sales	(A/R) Accounts Receivable	1.93	216,970.85
04/13/2022	Invoice	1331	Leading Edge Administrators	Empire-Nov	Sales	(A/R) Accounts Receivable	3.10	216,973.95
04/13/2022	Invoice	0209202203	Leading Edge	HSL - MEC	Sales	Accounts	0.42	216,974.37

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			Administrators			Receivable (A/R)		
04/13/2022	Invoice	1331	Leading Edge Administrators	LMI-Nov	Sales	Accounts Receivable (A/R)	0.77	216,975.14
04/13/2022	Invoice	0209202203	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	1.21	216,976.35
04/13/2022	Invoice	1331	Leading Edge Administrators	LPT Retail-Nov	Sales	Accounts Receivable (A/R)	0.35	216,976.70
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Ideal Personnel Services	Sales	Accounts Receivable (A/R)	1.86	216,978.56
04/13/2022	Invoice	1331	Leading Edge Administrators	YPS Anesthesia-Nov	Sales	Accounts Receivable (A/R)	0.96	216,979.52
04/13/2022	Invoice	0209202203	Leading Edge Administrators	Universal Molding Co	Sales	Accounts Receivable (A/R)	1.66	216,981.18
04/13/2022	Invoice	1331	Leading Edge Administrators	World Wide Sourcing-SF-Nov	Sales	Accounts Receivable (A/R)	5.02	216,986.20
04/13/2022	Invoice	0209202203	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	128.75	217,114.95
05/26/2022	Invoice	20220401	Leading Edge Administrators	OMNI Advantage	Sales	Accounts Receivable (A/R)	12,237.37	229,352.32
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	Accounts Receivable (A/R)	1,036.96	230,389.28
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	38.56	230,427.84
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	289.66	230,717.50
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	469.57	231,187.07
05/26/2022	Invoice	20220401	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	362.98	231,550.05
05/26/2022	Invoice	20220401	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	214.27	231,764.32
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	39.10	231,803.42
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	293.80	232,097.22
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	476.27	232,573.49
05/26/2022	Invoice	20220401	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	281.48	232,854.97
05/26/2022	Invoice	20220401	Leading Edge Administrators	Commercial Trade Source	Sales	Accounts Receivable (A/R)	166.16	233,021.13
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	20.24	233,041.37
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	152.08	233,193.45
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	246.52	233,439.97

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05/26/2022	Invoice	20220401	Leading Edge Administrators	Empire Health Management, LLC	Sales	Accounts Receivable (A/R)	1,145.10	234,585.07
05/26/2022	Invoice	20220401	Leading Edge Administrators	Empire Health Management, LLC	Sales	Accounts Receivable (A/R)	675.94	235,261.01
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	14.78	235,275.79
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	111.03	235,386.82
05/26/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	180.01	235,566.83
05/26/2022	Invoice	20220401	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	940.76	236,507.59
05/26/2022	Invoice	20220401	Leading Edge Administrators	E. L. Davis Engineering	Sales	Accounts Receivable (A/R)	555.33	237,062.92
05/26/2022	Invoice	20220501	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	13.77	237,076.69
05/26/2022	Invoice	20220501	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	103.45	237,180.14
05/26/2022	Invoice	20220501	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	167.70	237,347.84
05/26/2022	Invoice	20220401	Leading Edge Administrators	Fabuwood Cabinetry Corp.	Sales	Accounts Receivable (A/R)	187.66	237,535.50
05/26/2022	Invoice	20220401	Leading Edge Administrators	Fabuwood Cabinetry Corp.	Sales	Accounts Receivable (A/R)	110.77	237,646.27
05/26/2022	Invoice	20220401	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	38.89	237,685.16
05/26/2022	Invoice	20220401	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	22.96	237,708.12
05/26/2022	Invoice	20220501	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	19.19	237,727.31
05/26/2022	Invoice	20220501	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	144.15	237,871.46
05/26/2022	Invoice	20220501	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	233.66	238,105.12
05/26/2022	Invoice	20220401	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	111.12	238,216.24
05/26/2022	Invoice	20220401	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	65.59	238,281.83
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	40.76	238,322.59
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	306.21	238,628.80
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	496.40	239,125.20
05/26/2022	Invoice	20220401	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	185.19	239,310.39
05/26/2022	Invoice	20220401	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable	109.32	239,419.71

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05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	34.70	239,454.41
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	260.70	239,715.11
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	422.61	240,137.72
05/26/2022	Invoice	20220401	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	311.12	240,448.84
05/26/2022	Invoice	20220401	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	(A/R) Accounts Receivable	183.65	240,632.49
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	919.01	241,551.50
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	6,904.31	248,455.81
05/26/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	(A/R) Accounts Receivable	11,192.47	259,648.28
05/26/2022	Invoice	20220401	Leading Edge Administrators	Universal Molding Co.	Sales	(A/R) Accounts Receivable	192.60	259,840.88
05/26/2022	Invoice	20220401	Leading Edge Administrators	Universal Molding Co.	Sales	(A/R) Accounts Receivable	113.69	259,954.57
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	85.14	260,039.71
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	639.67	260,679.38
05/26/2022	Invoice	20220401	Leading Edge Administrators	OMNI Advantage	Sales	(A/R) Accounts Receivable	7,223.65	267,903.03
05/26/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	(A/R) Accounts Receivable	2,370.43	270,273.46
05/26/2022	Invoice	20220501	Leading Edge Administrators	YPS Anesthesia	Sales	(A/R) Accounts Receivable	362.24	270,635.70
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	81.61	270,717.31
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	613.12	271,330.43
05/26/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	993.91	272,324.34
05/26/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc. - PW	Sales	(A/R) Accounts Receivable	570.39	272,894.73
05/26/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc. - PW	Sales	(A/R) Accounts Receivable	336.70	273,231.43
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	21.72	273,253.15
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	2.90	273,256.05
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	35.22	273,291.27
05/26/2022	Invoice	20220401	Leading Edge	Worldwide Sourcing Group, Inc.	Sales	Accounts	488.90	273,780.17

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			Administrators			Receivable (A/R)		
05/26/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	288.60	274,068.77
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	65.52	274,134.29
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	8.72	274,143.01
05/26/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	106.21	274,249.22
05/26/2022	Invoice	20220401	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	400.01	274,649.23
05/26/2022	Invoice	20220401	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	236.12	274,885.35
05/26/2022	Invoice	20220501	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	Accounts Receivable (A/R)	153.11	275,038.46
05/26/2022	Invoice	20220501	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	Accounts Receivable (A/R)	20.38	275,058.84
05/26/2022	Invoice	20220501	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	Accounts Receivable (A/R)	248.20	275,307.04
05/26/2022	Invoice	20220501	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	165.52	275,472.56
05/26/2022	Invoice	20220501	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	22.03	275,494.59
05/26/2022	Invoice	20220501	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	268.33	275,762.92
05/26/2022	Invoice	20220501	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	111.73	275,874.65
05/26/2022	Invoice	20220501	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	14.87	275,889.52
05/26/2022	Invoice	20220501	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	181.12	276,070.64
05/26/2022	Invoice	20220501	Leading Edge Administrators	E L Davis	Sales	Accounts Receivable (A/R)	504.84	276,575.48
05/26/2022	Invoice	20220501	Leading Edge Administrators	E L Davis	Sales	Accounts Receivable (A/R)	67.20	276,642.68
05/26/2022	Invoice	20220501	Leading Edge Administrators	E L Davis	Sales	Accounts Receivable (A/R)	818.38	277,461.06
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	306.21	277,767.27
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	40.76	277,808.03
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	496.40	278,304.43
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	310.35	278,614.78
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	41.31	278,656.09

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05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	503.11	279,159.20
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	471.74	279,630.94
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	62.79	279,693.73
05/26/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	764.72	280,458.45
05/26/2022	Invoice	20220501	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	198.63	280,657.08
05/26/2022	Invoice	20220501	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	26.44	280,683.52
05/26/2022	Invoice	20220501	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	321.99	281,005.51
05/26/2022	Invoice	20220501	Leading Edge Administrators	YPS Anesthesia	Sales	Accounts Receivable (A/R)	223.45	281,228.96
05/26/2022	Invoice	20220501	Leading Edge Administrators	YPS Anesthesia	Sales	Accounts Receivable (A/R)	29.74	281,258.70
05/26/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	1,399.25	282,657.95
06/30/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	70.31	282,728.26
06/30/2022	Invoice	20220501	Leading Edge Administrators	YPS Anesthesia	Sales	Accounts Receivable (A/R)	26.70	282,754.96
06/30/2022	Invoice	20220530	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	197.04	282,952.00
06/30/2022	Invoice	20220530	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	Accounts Receivable (A/R)	352.00	283,304.00
06/30/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc. - PW	Sales	Accounts Receivable (A/R)	16.91	283,320.91
06/30/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	2.59	283,323.50
06/30/2022	Invoice	20220401	Leading Edge Administrators	Worldwide Sourcing Group, Inc.	Sales	Accounts Receivable (A/R)	14.51	283,338.01
06/30/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	7.83	283,345.84
06/30/2022	Invoice	20220401	Leading Edge Administrators	YPS Anesthesia Services	Sales	Accounts Receivable (A/R)	11.86	283,357.70
06/30/2022	Invoice	20220501	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	Accounts Receivable (A/R)	18.30	283,376.00
06/30/2022	Invoice	20220501	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	19.78	283,395.78
06/30/2022	Invoice	20220501	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	13.35	283,409.13
06/30/2022	Invoice	20220501	Leading Edge Administrators	E L Davis	Sales	Accounts Receivable (A/R)	60.33	283,469.46
06/30/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable	36.60	283,506.06

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
06/30/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	37.09	283,543.15
06/30/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	56.37	283,599.52
06/30/2022	Invoice	20220501	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	(A/R) Accounts Receivable	23.74	283,623.26
06/30/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	73.27	283,696.53
06/30/2022	Invoice	20220401	Leading Edge Administrators	OMNI Advantage	Sales	(A/R) Accounts Receivable	362.97	284,059.50
06/30/2022	Invoice	20220530	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	2,112.03	286,171.53
06/30/2022	Invoice	20220530	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	(A/R) Accounts Receivable	159.31	286,330.84
06/30/2022	Invoice	20220530	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	(A/R) Accounts Receivable	284.60	286,615.44
06/30/2022	Invoice	20220401	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	(A/R) Accounts Receivable	10.77	286,626.21
06/30/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	(A/R) Accounts Receivable	35.11	286,661.32
06/30/2022	Invoice	20220530	Leading Edge Administrators	E L Davis	Sales	(A/R) Accounts Receivable	507.27	287,168.59
06/30/2022	Invoice	20220530	Leading Edge Administrators	E L Davis	Sales	(A/R) Accounts Receivable	906.22	288,074.81
06/30/2022	Invoice	20220401	Leading Edge Administrators	Commercial Trade Source	Sales	(A/R) Accounts Receivable	8.35	288,083.16
06/30/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	(A/R) Accounts Receivable	18.17	288,101.33
06/30/2022	Invoice	20220530	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	655.41	288,756.74
06/30/2022	Invoice	20220530	Leading Edge Administrators	Empire	Sales	(A/R) Accounts Receivable	1,170.86	289,927.60
06/30/2022	Invoice	20220401	Leading Edge Administrators	Empire Health Management, LLC	Sales	(A/R) Accounts Receivable	33.96	289,961.56
06/30/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	(A/R) Accounts Receivable	13.27	289,974.83
06/30/2022	Invoice	20220530	Leading Edge Administrators	Fabuwood	Sales	(A/R) Accounts Receivable	106.20	290,081.03
06/30/2022	Invoice	20220530	Leading Edge Administrators	Fabuwood	Sales	(A/R) Accounts Receivable	189.73	290,270.76
06/30/2022	Invoice	20220401	Leading Edge Administrators	E. L. Davis Engineering	Sales	(A/R) Accounts Receivable	27.91	290,298.67
06/30/2022	Invoice	20220501	Leading Edge Administrators	Universal Molding	Sales	(A/R) Accounts Receivable	12.36	290,311.03
06/30/2022	Invoice	20220530	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	22.01	290,333.04
06/30/2022	Invoice	20220530	Leading Edge	HSL, LLC	Sales	Accounts	39.32	290,372.36

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
			Administrators			Receivable (A/R)		
06/30/2022	Invoice	20220401	Leading Edge Administrators	Fabuwood Cabinetry Corp.	Sales	Accounts Receivable (A/R)	5.56	290,377.92
06/30/2022	Invoice	20220530	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	66.38	290,444.30
06/30/2022	Invoice	20220530	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	118.58	290,562.88
06/30/2022	Invoice	20220401	Leading Edge Administrators	HSL - MEC	Sales	Accounts Receivable (A/R)	1.16	290,564.04
06/30/2022	Invoice	20220501	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	17.23	290,581.27
06/30/2022	Invoice	20220530	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	176.08	290,757.35
06/30/2022	Invoice	20220530	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	314.56	291,071.91
06/30/2022	Invoice	20220401	Leading Edge Administrators	HSL - MVP	Sales	Accounts Receivable (A/R)	3.29	291,075.20
06/30/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	36.59	291,111.79
06/30/2022	Invoice	20220530	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	83.84	291,195.63
06/30/2022	Invoice	20220530	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	149.79	291,345.42
06/30/2022	Invoice	20220401	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	5.50	291,350.92
06/30/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	31.16	291,382.08
06/30/2022	Invoice	20220530	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	7,332.41	298,714.49
06/30/2022	Invoice	20220530	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	13,099.07	311,813.56
06/30/2022	Invoice	20220401	Leading Edge Administrators	LMI Landscaping, Inc.	Sales	Accounts Receivable (A/R)	9.22	311,822.78
06/30/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	825.09	312,647.87
06/30/2022	Invoice	20220530	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	104.81	312,752.68
06/30/2022	Invoice	20220530	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	187.24	312,939.92
06/30/2022	Invoice	20220401	Leading Edge Administrators	Universal Molding Co.	Sales	Accounts Receivable (A/R)	5.72	312,945.64
06/30/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	Accounts Receivable (A/R)	76.45	313,022.09
06/30/2022	Invoice	20220530	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	1,182.24	314,204.33
06/30/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	34.62	314,238.95

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
08/01/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	7.60	314,246.55
08/01/2022	Invoice	20220530	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	Accounts Receivable (A/R)	89.73	314,336.28
08/01/2022	Invoice	20220530	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	Accounts Receivable (A/R)	12.09	314,348.37
08/01/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	Accounts Receivable (A/R)	16.78	314,365.15
08/01/2022	Invoice	20220531- BalStaff	Leading Edge Administrators	Balanced Staffing - April Services - no carrier report to support payment - just posting to clear payment made	Sales	Accounts Receivable (A/R)	1,491.79	315,856.94
08/01/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	7.71	315,864.65
08/01/2022	Invoice	20220530	Leading Edge Administrators	E L Davis	Sales	Accounts Receivable (A/R)	38.50	315,903.15
08/01/2022	Invoice	20220531- BalStaff	Leading Edge Administrators	Balanced Staffing - May Services - no carrier report to support payment - just posting to clear payment made	Sales	Accounts Receivable (A/R)	1,702.18	317,605.33
08/01/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	3.99	317,609.32
08/01/2022	Invoice	20220530	Leading Edge Administrators	Empire	Sales	Accounts Receivable (A/R)	49.75	317,659.07
08/01/2022	Invoice	20220501	Leading Edge Administrators	Balanced Staffing Workforce, LLC	Sales	Accounts Receivable (A/R)	2.91	317,661.98
08/01/2022	Invoice	20220530	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	8.06	317,670.04
08/01/2022	Invoice	20220501	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	2.71	317,672.75
08/01/2022	Invoice	20220530	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	1.67	317,674.42
08/01/2022	Invoice	20220530	Leading Edge Administrators	HSL, LLC	Sales	Accounts Receivable (A/R)	5.04	317,679.46
08/01/2022	Invoice	20220501	Leading Edge Administrators	Fabuwood	Sales	Accounts Receivable (A/R)	3.78	317,683.24
08/01/2022	Invoice	20220530	Leading Edge Administrators	LMI Landscaping, LLC	Sales	Accounts Receivable (A/R)	13.36	317,696.60
08/01/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	8.04	317,704.64
08/01/2022	Invoice	20220530	Leading Edge Administrators	LPT Retail Management Services	Sales	Accounts Receivable (A/R)	6.37	317,711.01
08/01/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	6.83	317,717.84
08/01/2022	Invoice	20220530	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	556.52	318,274.36
08/01/2022	Invoice	20220501	Leading Edge Administrators	OmniAdvantage	Sales	Accounts Receivable (A/R)	181.12	318,455.48
08/01/2022	Invoice	20220530	Leading Edge Administrators	Universal Molding	Sales	Accounts Receivable (A/R)	7.95	318,463.43
08/01/2022	Invoice	20220501	Leading Edge Administrators	Empire	Sales	Accounts Receivable	16.09	318,479.52

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
08/01/2022	Invoice	20220530	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	(A/R) Accounts Receivable	14.96	318,494.48
08/01/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	0.57	318,495.05
08/01/2022	Invoice	20220501	Leading Edge Administrators	HSL, LLC	Sales	(A/R) Accounts Receivable	1.72	318,496.77
08/01/2022	Invoice	20220501	Leading Edge Administrators	Commercial Trade Source, Inc.	Sales	(A/R) Accounts Receivable	4.01	318,500.78
08/01/2022	Invoice	20220501	Leading Edge Administrators	LMI Landscaping, LLC	Sales	(A/R) Accounts Receivable	4.34	318,505.12
08/01/2022	Invoice	20220501	Leading Edge Administrators	LPT Retail Management Services	Sales	(A/R) Accounts Receivable	2.94	318,508.06
08/01/2022	Invoice	20220501	Leading Edge Administrators	E L Davis	Sales	(A/R) Accounts Receivable	13.24	318,521.30
08/01/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	8.03	318,529.33
08/01/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	8.14	318,537.47
08/01/2022	Invoice	20220501	Leading Edge Administrators	Worldwide Sourcing Group, inc.	Sales	(A/R) Accounts Receivable	12.38	318,549.85
08/01/2022	Invoice	20220501	Leading Edge Administrators	Atrium SNF Holdings, LLC	Sales	(A/R) Accounts Receivable	5.21	318,555.06
08/01/2022	Invoice	20220501	Leading Edge Administrators	YPS Anesthesia	Sales	(A/R) Accounts Receivable	5.86	318,560.92
08/16/2022	Deposit		Leading Edge Administrators		Sales	Checking 0717	729.37	319,290.29
08/16/2022	Invoice	20220531- BalStaff	Leading Edge Administrators	Balanced Staffing - May Services - no carrier report to support payment - just posting to clear payment made	Sales	(A/R) Accounts Receivable	77.82	319,368.11
08/16/2022	Invoice	20220531- BalStaff	Leading Edge Administrators	Balanced Staffing - April Services - no carrier report to support payment - just posting to clear payment made	Sales	(A/R) Accounts Receivable	68.21	319,436.32
<b>Total for Leading Edge Administrators</b>							<b>\$319,436.32</b>	
<b>Total for Sales</b>							<b>\$319,436.32</b>	
<b>TOTAL</b>							<b>\$319,436.32</b>	

**From:** [Keith Pitt](#)  
**To:** [Grant Engrav](#)  
**Cc:** [Natalie Laguna](#)  
**Subject:** Re: Veritas v. Schiappacasee  
**Date:** Friday, March 31, 2023 8:55:10 AM

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Grant:

I was out of the office the first half of this week with my family and have not had an opportunity to evaluate your email below. A few preliminary observations, however.

As to the limited redactions to the text messages, I will note those relate to minor children and are entirely irrelevant to this litigation. This is unsurprising given these text claims and communications are of an inherently personal nature. If required, I am more than happy to submit un-redacted versions to Judge You (in camera) for her review.

As to discovery issues generally, if you want to pursue these issues now, I suggest we schedule a general conferral call sometime mid to late next week to discuss discovery responses and purported “deficiencies” identified below, as well as in connection with Plaintiff’s near complete failure to provide any substantive documents/responses to Defendant’s discovery requests. In that fashion, we can each put our respective discovery deputies before Judge You for resolution. At this time, I think I am generally available Wednesday through Friday of next week.

Having said that, it seems prudent and efficient to not incur those costs and expenses until after the motion for summary judgment is resolved. Nor have I had an opportunity to substantively evaluate the deposition excerpts and matters referred to your email below. I have a hearing and other matters today, and will not be able to begin that review until early next week.

Finally, please copy my legal assistant, Natalie Laguna, on all emails as she keeps my calendar and it helps avoid having emails fall through the cracks. I have added Natalie to this chain.

Thanks as always,

Keith A. Pitt

On Mar 27, 2023, at 2:58 PM, Grant Engrav  
<[grantengrav@engravlawoffice.com](mailto:grantengrav@engravlawoffice.com)> wrote:

Keith,

I’m writing to address discovery in this matter, and some production deficiencies of Defendant.

1. On Page 42 of the deposition transcript, Defendant testified as to her personal



and business calendars she keeps.

2. On Page 42 of the deposition transcript, Defendant testified regarding various phone numbers and email addresses listed below. Plaintiff requests a search for the following terms for each platform below: The following terms will suffice for the search: Vizzini, Shane or Barnes, Veritas, Equitas, litigation, Cynthia or Free.
  - a. 313 614-9018
  - b. [hschiappacasse@yahoo.com](mailto:hschiappacasse@yahoo.com)
  - c. [hs@hconsultinglcc.com](mailto:hs@hconsultinglcc.com)
  - d. [Heather.schiappacasse@payermatrix.com](mailto:Heather.schiappacasse@payermatrix.com)
3. On Page 64 of the deposition transcript, Defendant testified that she has not performed a search on her cell phone for text messages where she discusses the litigation with third parties. Plaintiff requests that Defendant does so, the request is covered by RFP 1, 2, 3, 5, and 10.
  - a. The following terms will suffice for the search: Vizzini, Shane or Barnes, Veritas, Equitas, litigation, Cynthia or Free.
4. On Page 66 of the deposition transcript Ms. Schiappasee testifies that she has not searched her payermatrix email for communications between her and plaintiff or David Vizzini. The request is covered by several RFPs and production is demanded.
5. On Page 134 of the deposition transcript, Defendant testifies that, “she reached out to all of my people who know him, and he’s going to definitely feel that pressure business-wise”. This statement is memorialized via text message as well.
  - a. Any such outreaches are clearly responsive to multiple requests in Plaintiff’s first RFP. Any documents or recordings demonstrating the outreaches should be produced. If the outreaches were via phone, Plaintiff requests phone records identifying who was contacted and the duration of the call.
6. On several of the text messages between Ms. Free and Defendant there are several redactions. It appears Defendant sent several of these censored texts (see deposition page 136). I’m requesting a redaction/privilege log identifying the reason for privilege. Alternatively, produce the documents without redactions.
7. On Page 66 of the depo transcript, Defendant testifies that she does not delete any linkedin messages.
  - a. On Page 137 Defendant testifies she corresponded with Jean Gordon on linked in. Please produce the messages. (also see page 164)
  - b. On page 158-159 Defendant testifies about her correspondence with John Hennessy. Please produce the messages.
  - c. On Bates 395, and depo page 236, Defendant states, “I can’t tell you how many calls I’ve gotten from people and how many people hit me up on LinkedIn over this. He really has screwed with so many people.” Please conduct a search with same terms as in paragraph 3, and produce and all responsive messages.
8. On Page 172, Defendant testifies about the Ms. Free’s website pertaining to

veritas allies. Please produce any images, documents, or communications pertaining to the website.

9. In documents produced, Defendant mentions text messages she sent to Josh Bailer, president of Veritas Allies. We are requesting the text messages, and any other messages she sent Mr. Bailer be produced.

Please let me know defendant's position on these matters by Friday March 31<sup>st</sup>, 2023.

Thanks,  
Grant

Keith A. Pitt | Slinde Nelson  
425 NW 10th Ave., Ste. 200  
Portland, Oregon 97209  
503.417.7777 | Fax 503.417.4250

Confidentiality Notice: This message and any accompanying attachments contains confidential communications and privileged information. If you have received this communication in error, please notify me and delete the original and all copies from your system.

CIRCULAR 230 DISCLOSURE: Pursuant to regulations governing practice before the Internal Revenue Service, any tax advice contained herein is not intended or written to be used and cannot be used by a taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer



1 Q. Sure. I'm going to switch gears here a little  
2 bit. Are you familiar with the company Veritas Allies?

3 A. Vaguely.

4 Q. How are you familiar with it?

5 A. I know David Vizzini.

6 Q. Do you know what Veritas Allies does for  
7 business?

8 A. Not really, no. I don't think anybody really  
9 knows.

10 Q. Are you familiar with any of the subsidiary  
11 companies of Veritas Allies?

12 A. I'm familiar with Equitas.

13 Q. What do you know about Equitas?

14 A. HC Consulting signed a contracting marketing  
15 agreement with them in 2019 for David -- for Equitas to  
16 pay HC for any business that we were to bring to  
17 Equitas.

18 Q. So that was a marketing agreement with Equitas  
19 that was signed with David Vizzini. Right?

20 A. Correct.

21 Q. Do you know whether Equitas is an Oregon  
22 company?

23 A. Don't know.

24 Q. Were you involved in the negotiations of that  
25 contract?

1 A. No.

2 Q. Do you know how that contract came about?

3 A. I introduced David to my business partner, Jim  
4 Campbell.

5 Q. Do you know if that contract was executed?

6 A. Yes, it was.

7 Q. Did HC Consulting do business with Equitas?

8 A. No. We did not like the platform.

9 Q. Do you know if any referrals were made?

10 A. No, not to Equitas.

11 Q. Okay. And I kind of maybe made that question  
12 confusing, but are you saying --

13 A. I don't know.

14 Q. You said you don't know if there was any  
15 referrals. You're not saying there wasn't any?

16 A. Yeah, I don't know if maybe Jim had referrals  
17 or not, but I didn't make any referrals. If I did, I  
18 don't remember if I did or not.

19 Q. Did you ever make any referrals to David  
20 Vizzini, regardless of which entity it was for?

21 A. To Veritas I did, yes. Not to Equitas. Not  
22 that I remember.

23 Q. So earlier I asked about what Veritas does,  
24 and it sounded like you're vaguely familiar with it.  
25 But you did make referrals to the company?

1 A. Did make referrals to the company, yes, based  
2 on what I knew of the company.

3 Q. So -- so what did you know about the company?  
4 Like, what kind of clients were you referring?

5 A. I was referring clients for his  
6 reference-based pricing mechanism.

7 Q. And these clients needed RBP, reference-based  
8 pricing services?

9 A. Potentially. I don't know if they needed them  
10 or not. I was a conduit. David asked me to make  
11 introductions for him. And I did.

12 Q. Was there any other business between EquitasDx  
13 and HC Consulting?

14 A. No.

15 Q. Any other business between you and EquitasDx?

16 A. No.

17 Q. Any business between you and Veritas?

18 A. No.

19 Q. Did Veritas ever refer you any clients?

20 A. No.

21 Q. What about EquitasDx?

22 A. No.

23 Q. Are you familiar with EquitasHP?

24 A. No.

25 Q. What about ServusCare?

1 claims paying system.

2 Q. And how do you define a claims paying system?

3 A. A claims paying system is a software entity  
4 that intakes claims for adjudication purposes.

5 Q. Thank you.

6 All right. So we established that you're  
7 unaware of any Veritas Allies or Equitas clients.  
8 Right?

9 A. Yes.

10 Q. Were you ever aware of any of the clients of  
11 those two companies?

12 A. Possibly. I don't remember off the top of my  
13 head, though.

14 Q. Did you and Mr. Vizzini discuss business?

15 A. Sure.

16 Q. What kind of conversations generally would you  
17 and him have about business?

18 A. Well, the last conversation I had with David  
19 about business is he said that he couldn't afford  
20 payroll anymore and he needed help with payroll and  
21 asked me to invest in his company.

22 Q. So you and -- how long -- so when was that  
23 conversation?

24 A. Oh, I don't remember. Sometime in 2021.

25 Q. Okay. Do you remember where you were for that

1 conversation?

2 A. I actually do. We were at a restaurant in  
3 Dallas. He was in Dallas with me. Or Little Elm.

4 Q. Was it just you two?

5 A. Yep. Yes.

6 Q. And was it over dinner or drinks, or what was  
7 the situation?

8 A. It was drinks. He was here for four or five  
9 days.

10 Q. Was that for a conference?

11 A. No, he was staying with me.

12 Q. Okay. So you guys went out to drinks. How  
13 long was the outing that night or day?

14 A. Well, he stayed with me all day and all night.

15 Q. Sorry, I -- let me get back to the  
16 conversation that you just mentioned about the  
17 potential investment with Mr. Vizzini. When you went  
18 out to drinks, how long was that encounter?

19 A. Probably a couple hours. Maybe an hour and a  
20 half.

21 Q. And you guys talked about that potential  
22 investment that night?

23 A. I told him I would not invest with him that  
24 day.

25 Q. Why --

1 A. That there would be no way that I would invest  
2 in Veritas Allies. I told him that if he needed help  
3 with his business, I would help him provide structure  
4 and help him grow internally, but I would not invest  
5 any money in his company.

6 Q. So to help with structure, what -- did you  
7 guys talk about that?

8 A. I don't remember if we talked about that or  
9 not.

10 Q. How long would you say the back and forth was  
11 between the potential investment and the other roles  
12 that you identified, helping shape the company  
13 structure, et cetera? How long was that conversation?

14 A. We sat there for probably an hour or an hour  
15 and a half. He kept -- he was very frustrated about  
16 not being able to make payroll. He said his company  
17 couldn't afford payroll. He was going to have to let  
18 go of two people that -- or employees of theirs because  
19 he couldn't afford them anymore. And that's when he  
20 asked me to invest in his company.

21 Q. Did --

22 A. He asked for \$500,000.

23 Q. Did Mr. Vizzini present to you any documents?

24 A. He showed me something on a phone. I don't  
25 know if it was a paycheck stub or something like that.

1 Q. Had you met Ms. Freeman prior to October 1st,  
2 2021?

3 A. One time.

4 Q. Where was that?

5 A. Walking through an airport.

6 Q. In -- in what state or city?

7 A. Couldn't even tell you. Don't even remember.

8 Q. What about Mr. David Cardwell?

9 A. I don't even remember if I've ever met him  
10 face-to-face, honestly. I just knew that he worked  
11 there because David had told me.

12 Q. So prior to October 1st, 2021, had you ever  
13 talked with Ms. Freeman on the phone or using any  
14 virtual technologies?

15 A. One time with David when he was going through  
16 a divorce.

17 Q. What was the nature of that call?

18 A. I don't even remember. We had just come back  
19 from a conference, I think, and David was calling me to  
20 follow up. And Cherie happened to be on the call with  
21 him.

22 Q. Do you know why David was calling to follow up  
23 on the conference?

24 A. No, I don't, actually, because we weren't  
25 doing any business together. I didn't know anything

1 things. That's typical conversation. I would never  
2 get any information, so I would never follow up with  
3 him.

4 Q. Do you remember whe- -- what year that  
5 would -- that event was?

6 A. Could have been, like, 2017 or '18 or  
7 something like that. I don't remember.

8 Q. Okay. So you knew Mr. Vizzini at -- at least  
9 as far back as 2018, maybe 2017?

10 A. Possibly. I don't remember what conference I  
11 met him at.

12 Q. I mean, let's just take 2019, for example.

13 A. Okay.

14 Q. It sounds like you guys attended a lot of the  
15 same conferences. How many times a year would you see  
16 him?

17 MR. PITT: Object to form.

18 Go ahead. You can answer, Ms. Schiappacasse,  
19 if you understand the question.

20 A. I don't know. Maybe once or twice.

21 Q. So what are the big conferences in this -- in  
22 this space that you work in?

23 A. I guess it depends on what your end goal is.  
24 So I attend probably 10 to 15 conferences a year.

25 SIIA, HCAA, ICMG, PIMA, SHRM. What else? BenefitsPRO,



1 Ascend, Next Gen. Those are the bulk of the  
2 conferences. They each have two to three conferences a  
3 year, and I attend the majority of those.

4 Q. For the court reporter, could you spell PIMA?

5 A. P-I-M-A.

6 Q. And SHRM?

7 A. S-H-R-M.

8 Q. Thank you. Was there any others that we need  
9 clarification on? Not seeing it.

10 Which conferences would you see Mr. Vizzini  
11 at?

12 A. I don't know. I mean, he's really erratic at  
13 attending conferences. Probably the -- the most  
14 frequent would be SIIA.

15 Q. You attended I believe it was the SIIA  
16 conference on October 1st, 2021?

17 A. Probably, yeah.

18 Q. Did you attend that with any business  
19 partners?

20 A. No, I went by myself.

21 Q. This is October 1st, 2021?

22 A. Yep.

23 Q. Did you ever attend the SIIA conference with  
24 another business partner?

25 A. Sure.

1 don't go to those conferences to prospect for HC  
2 Consulting. I only go to those conferences to prospect  
3 for Payer Matrix.

4 Q. Okay. So you're talking about specialty  
5 drugs. And what are your selling points generally?

6 A. We reduce the cost of high-dollar drugs  
7 through manufacturer systems programs.

8 Q. And when you're talking to folks there, is it,  
9 like, an open, you know, exhibit hall, or do you have  
10 these meetings one-on-one?

11 A. It depends. Sometimes I'm just walking  
12 through the exhibit hall and I go to their booth.  
13 Sometimes I -- when I get the list, I go through the  
14 list and make meetings in advance.

15 Q. Did you have any meetings with Veritas Allies  
16 at SIIA in 2021?

17 A. Yes, I did.

18 Q. Who did you meet with?

19 A. I met with Josh Bailer. I met with David  
20 Vizzini.

21 Q. Who's Josh Bailer?

22 A. The president of Veritas Allies.

23 Q. Can you tell me about that meeting?

24 A. We were in the middle of the exhibit hall. I  
25 let them know that -- David had asked for meetings with

1 clients. I let them know what clients I could  
2 introduce them to and gave them a list and asked them  
3 if they were interested in meeting any of those guys.  
4 That was, I think, on that Monday or the Tuesday of the  
5 conference.

6 Q. Was that a list that you had prepared in  
7 advance?

8 A. No. I actually prepared it that morning  
9 because David had asked me to.

10 Q. Was it prepared on your computer, or was it  
11 handwritten?

12 A. Handwritten. I gave it to Josh.

13 Q. What types of companies would have been on  
14 that list?

15 A. TPAs, pharmacy benefit managers.

16 Q. Why would those be potential clients for  
17 Veritas Allies?

18 A. Because David said that they had a  
19 reference-based pricing mechanism that he could sell to  
20 them, so I said okay.

21 Q. How long was that meeting with Mr. Bailer and  
22 Mr. Vizzini?

23 A. Probably 20 minutes, if that.

24 Q. Did you have any online meetings with the  
25 Veritas team at that trip?

1 A. Not that trip, no.

2 Q. Did you introduce either Mr. Bailer or  
3 Mr. Vizzini to any of the clients on that list?

4 A. Yes, I did.

5 Q. Do you remember which clients?

6 A. I introduced him to Magellan. In fact, Josh  
7 Bailer and David Vizzini came to that meeting, I think.  
8 I have to -- let me reference my notes here, my dates.

9 It would have been October 10th, Monday,  
10 October 10th. Josh and David came to a party with a  
11 very drunk old lady and introduced themselves to my  
12 \$60 million client.

13 Q. And that \$60 million client was Magellan?

14 A. Correct.

15 Q. And you just referenced some notes. Are these  
16 notes that you prepared for the deposition?

17 A. No, it was just my calendar on my phone, just  
18 to make sure what day and date it was.

19 Q. Okay. And on your calendar, it's got  
20 information relevant to the SIIA conference and  
21 meetings that took place there?

22 A. No, it just has the date and the day that it  
23 was. I wasn't sure if it was Monday or Tuesday, and I  
24 didn't know what the date was.

25 Q. Do you typically keep track of meetings in

1 A. Yes, it did.

2 Q. Why did that change?

3 A. We had a meeting with David and his team. We  
4 felt that the numbers that they produced for us didn't  
5 mesh together the way we wanted to see it, so that,  
6 paired along with the fact that he couldn't afford  
7 payroll and was asking me for money, was another red  
8 flag for us, and the fact that they couldn't produce  
9 any sales or marketing collateral that we could then  
10 use towards any type of prospective business were the  
11 three reasons we decided not to do business with  
12 Veritas Allies.

13 Q. Do you remember when that meeting was?

14 A. No. Sometime in September or October. I  
15 don't remember.

16 Q. Was it in person?

17 A. No. It was over -- Jim and I were -- it was a  
18 Sunday because that was the only time Veritas Allies  
19 could have a meeting with us. So that's the only thing  
20 that I do remember about it. It was over a Zoom call.

21 Q. Do you remember who attended from the Veritas  
22 side?

23 A. I don't. I don't.

24 Q. At least Mr. Vizzini?

25 A. Yes.

1 Q. Other than that, you don't recall?

2 A. No, I don't.

3 Q. And on your side, it was just you and Jim -- I  
4 apologize, what's Jim's last name again?

5 A. Campbell.

6 Q. Okay. So on your side it was just you and  
7 Mr. Campbell?

8 A. Correct.

9 Q. About how long was that meeting?

10 A. Maybe half-hour to an hour. I don't remember.

11 Q. And the expressed purpose of that meeting was  
12 to evaluate HC Consulting company doing business with  
13 Veritas?

14 A. We wanted to see what they had to offer, what  
15 their platform looked like, yes.

16 Q. And so less say that they knocked it out of  
17 the park and were impressive on all three categories  
18 that you mentioned, what would that relationship have  
19 looked like? Was it -- were they going to be a client,  
20 or -- or what was the -- what was being contemplated?

21 A. They would go into our Rolodex as a  
22 prospective client if their services ever came into --  
23 if anybody ever wanted to use those services in the  
24 industry. So if one of our clients came to us and  
25 said: Do you have any companies that do, whatever,

1 whatever, whatever?

2 We would say yes, and then we would give them  
3 two or three or four options of what they could prepare  
4 for, you know, as far as looking at those clients.

5 Q. So, for example, if ABC Co. said: We'd like  
6 to do business with an RBP company. Do you know any?  
7 They -- if this worked out, they might have been one of  
8 the RBP companies that you would refer to ABC Co.?

9 A. Correct. If our clients asked for RBP. We  
10 don't get a lot of questions for RBP, though. It's not  
11 in our typical realm.

12 Q. And then what would HC Consulting company get  
13 out of that relationship?

14 A. We would get a fee.

15 Q. Does that fee range, or is it a set industry  
16 fee?

17 A. It would probably be a percentage of what was  
18 ever sold. I don't even know if we even got that far.  
19 We didn't because we never contracted with Veritas. We  
20 didn't like the platform. There were too many  
21 variables that were unconstructed, and we didn't like  
22 it.

23 Q. Well, you say you never contracted, but HC  
24 Consulting company did sign that marketing agreement  
25 that we talked about earlier. Right?

1 A. In 2009 --

2 MR. PITT: Object to form. Misstates  
3 testimony.

4 Q. (By Mr. Engrav) You -- go ahead,  
5 Ms. Schiappacasse.

6 A. 2019 with Equitas, yeah. But that never came  
7 into fruition either.

8 Q. Okay. So what -- what would -- can you help  
9 me understand the difference between that marketing  
10 agreement and this Rolodex concept that you just  
11 mentioned?

12 A. We didn't use Equitas because we didn't  
13 believe in the product. We didn't like the product.  
14 And we have -- we reserve the right to work with who we  
15 want to work with. I told David that multiple times  
16 over -- from 2019. David knew that we weren't going to  
17 do -- if he couldn't produce something viable that I  
18 could push out into the market, I wasn't going to do  
19 business with him, period.

20 Q. So you just mentioned 2019. So you and  
21 Mr. Vizzini were discussing doing business as far back  
22 as 2019?

23 A. For Equitas.

24 Q. And then later in 2021, Veritas. Is that  
25 right?



1 A. Possibility. Yeah, it was a possibility.

2 Q. Yeah. And I'm not trying to argue with you.  
3 I'm just trying -- I guess -- I mean, I probably did a  
4 bad job of asking the question, but you know -- you  
5 know, I'm just trying to understand. There's two  
6 different agreements that we just talked about.  
7 There's the marketing agreement, as we've labeled it,  
8 and there's also the Rolodex concept where HC  
9 Consulting would get a percentage. How were those two  
10 contracts different? I'm not saying why didn't you  
11 enter into the second one, just was there not a  
12 percentage concept involved in the marketing agreement?

13 A. I don't remember. I don't have access to that  
14 as far as what we had set up with Equitas. I mean, it  
15 was -- we never -- we never placed any business with  
16 Equitas, so I don't remember.

17 Q. So if you had, I mean, what would come out of  
18 the marketing agreement?

19 A. We would get paid. I don't remember what that  
20 was, if it was PEPM or a percentage of savings based on  
21 any business that we put on with Equitas.

22 Q. So are -- are the marketing -- is -- is the  
23 marketing agreement and this Rolodex idea the same  
24 idea?

25 A. No. The Rolodex idea, that's what we use

1 internally. So I can line up as many of the same kinds  
2 of clients that I want. Sometimes clients have a  
3 specific set group that they want to work with. Maybe  
4 they just want to work with health plans or  
5 level-funded plans, or maybe they just want to work  
6 with groups under 500 or 100. So we retain all of that  
7 information, and when clients come to us and say, "Hey,  
8 I'm looking for this, this, this, and this," I can say,  
9 "Here are some companies that we're working with.  
10 We've already vetted them, and these are the companies  
11 that we feel would be the best fit for what you're  
12 looking for."

13 Q. Had that meeting in 2021 between you and  
14 Mr. Campbell and Mr. Vizzini and his team been  
15 successful, would it have been a marketing agreement?

16 A. Yeah.

17 MR. PITT: Object to form. Calls for  
18 speculation.

19 Q. (By Mr. Engrav) All right. And --

20 A. Possibly.

21 Q. All right. So I heard the answer was, "Yeah,  
22 possibly." Is that right, Ms. Schiappacasse?

23 A. Yeah.

24 Q. Since October 1st, 2021, have you contacted  
25 any employees or agents of Veritas Allies or Equitas?

1 "agents" or "associated with," I don't know -- I don't  
2 know what you mean.

3 MR. ENGRAV: Okay. I'm happy to clarify  
4 again.

5 Q. (By Mr. Engrav) So, Ms. Schiappacasse, since  
6 October 1st, 2021, have you talked to any employees of  
7 Veritas Allies?

8 A. No.

9 Q. Have you talked to any owners of Veritas  
10 Allies?

11 A. No.

12 Q. Have you talked to any employees of EquitasDx  
13 since October 1st, 2021?

14 A. Well, I mean, I should -- I should rephrase  
15 that because of October 21st have I talked to them?  
16 Well, I saw them at the conference, so I talked to them  
17 at the conference. I did not talk to them after the  
18 conference.

19 Q. Okay. Yeah, I appreciate that clarification.  
20 I'll rephrase the question, then. So after  
21 October 21st, 2021, which I understand to be the end of  
22 the conference, have you spoken to any employees of  
23 either Veritas Allies or EquitasDx?

24 A. No.

25 Q. Same question, but instead of employees,

1 owners.

2 A. No.

3 Q. Since October 21st, 2021, have you spoken with  
4 any of your clients about Veritas Allies?

5 A. Possibly.

6 Q. Who did you speak to about them?

7 A. I don't know. I mean, it could have been  
8 anybody. It's a small industry.

9 Q. You don't have any recollection of any  
10 conversations you've had with any of your clients about  
11 Veritas Allies since October 21st, 2021?

12 A. No.

13 Q. Do you communicate -- how do you communicate  
14 with your clients? What -- what email address?

15 A. Payer Matrix.

16 Q. And do you use your HC Consulting company  
17 email to talk with clients as well?

18 A. Rarely.

19 Q. Have you used your Payer Matrix email to  
20 discuss Veritas Allies with any of your clients since  
21 October 21st, 2021?

22 A. No.

23 Q. Have you talked with any of your clients about  
24 Veritas Allies since October 21st, 2021, via LinkedIn?

25 A. No.

1 Q. Since that same date, have you talked with  
2 anybody on LinkedIn about Veritas Allies?

3 A. No.

4 Q. All right. And same -- same answer if I  
5 switched it to EquitasDx?

6 A. No.

7 Q. No as in you haven't had any conversations --

8 A. No.

9 Q. -- on those platforms? Okay.

10 MR. PITT: Grant, this is Keith. Do you  
11 want to take a break in about five minutes or --

12 MR. ENGRAV: Yeah. Let me see here.  
13 Yeah, actually, this is not such a bad spot, so I'm  
14 happy to take it now. And how long do you want to  
15 take, Keith?

16 MR. PITT: Want to say ten minutes?

17 MR. ENGRAV: That works great. So I got  
18 10:10. Reconvene at 10:20? Ms. Schiappacasse, is that  
19 your 12:20?

20 THE WITNESS: Yes.

21 MR. ENGRAV: Okay. See you all soon.  
22 Thank you.

23 MR. PITT: Thank you.

24 THE VIDEOGRAPHER: We are going off the  
25 record at 12:11.

1 information? Did --

2 A. Yes.

3 Q. -- Mr. Rudisill tell you --

4 A. Greg told me that he gave David money.

5 Q. Okay. When did that conversation happen?

6 A. That happened in August of 2021.

7 Q. 2021. Are you and Mr. Rudisill friends?

8 A. Yes.

9 Q. How long have you been friends?

10 A. About 15 years.

11 Q. And Mr. Rudisill told you it was an investment  
12 in Veritas Allies. It wasn't a loan?

13 A. He said David asked him to invest. He gave  
14 him some money. I don't know if it was a personal loan  
15 or not.

16 Q. Okay. So I'm just trying to pick up on the  
17 fact that it sounds like Mr. Rudisill was complaining  
18 about not receiving the money back. If it's an  
19 investment, you invest and you might get distributions  
20 and all of that kind of stuff. Do -- are you aware of  
21 the nature of how Mr. --

22 A. The conversation -- yeah. The conversation I  
23 had with Greg was: David asked me for money.

24 Because David and I were dating at the time,  
25 and I was under consideration to give David \$100,000 to

1 assist him with his payroll and -- because he said he  
2 was having a hard time retaining employees because he  
3 couldn't afford to pay them. And I counseled with my  
4 friend Greg, and he said: Don't give him any money.  
5 And I said okay.

6 Q. Okay. And you -- so you were contemplating  
7 giving Veritas Allies/Mr. Vizzini \$100,000 around the  
8 time of August of 2021?

9 A. I was considering giving David Vizzini  
10 \$100,000 to help him with his payroll because we were  
11 dating. But then he asked for \$500,000 when we were  
12 talking, and I couldn't do that. There was no way I  
13 was doing that. And I didn't tell David that I was  
14 considering giving him \$100,000.

15 Q. Did you tell anybody else that?

16 A. Just Greg.

17 Q. Do you know when Mr. Rudisill made his  
18 investment in Veritas?

19 A. I don't. It had been prior to that. So I  
20 don't know the exact date and time, but it was -- it  
21 was before 2021.

22 Q. Okay.

23 A. And I believe it was a personal loan that was  
24 never paid back.

25 Q. When --

1 A. Not that I can recall.

2 Q. Have you done a search through your text  
3 messages for conversations about this litigation?

4 A. No. I mean, I've provided all of the text  
5 messages -- text messages that were requested of me by  
6 my attorney to my attorney. So they have all of my  
7 text messages.

8 Q. So they -- they have every single text message  
9 on your phone. Is that what I'm hearing?

10 A. He's got what he requested, correct.

11 Q. So did they do, like, a -- a download of your  
12 phone in its entirety, or what do you mean by every  
13 single text message?

14 A. No.

15 Q. Okay. So you sent them certain conversations?

16 A. I sent them what you requested.

17 Q. Okay. And so you saw our RFP -- or sorry,  
18 strike that.

19 You were shown our request. That document's  
20 called a request for production. Lists a lot of  
21 things. Does that sound familiar?

22 A. Yes.

23 Q. And you went through that, and then you took a  
24 look at your phone and produced things in response to  
25 that?



1 Q. Have you --

2 A. Not that I can recall.

3 Q. -- done a search?

4 A. No. And I haven't done a search.

5 Q. All right. And that would include LinkedIn  
6 messages, for example, just to make sure we're on the  
7 same page?

8 A. Okay. I have all my LinkedIn messages. I  
9 don't delete any messages. I get about 40 messages to  
10 60 messages a day on LinkedIn, so --

11 Q. Do you delete your emails?

12 A. Nope.

13 Q. Same with HC Consulting company emails?

14 A. Correct.

15 Q. And same with Payer Matrix?

16 A. Correct.

17 Q. Did Mr. Vizzini and you email through your  
18 email at Payer Matrix?

19 A. Yes. I provided all those to my attorney as  
20 well. Those were all introductions to clients that  
21 David wanted to meet, so --

22 MR. ENGRAV: So we don't have those,  
23 Mr. Pitt, and I'm going to ask for those to be  
24 produced.

25 MR. PITT: You want emails between

1 Q. (By Mr. Engrav) I'll -- I'll ask a couple  
2 more questions here just to parse through this.

3 So, Ms. Schiappacasse, did you make email  
4 introductions to potential clients or clients for  
5 Mr. Vizzini?

6 A. Yes.

7 Q. Did you do that via -- I can't remember  
8 exactly how I worded my question, but via email?

9 A. Yes.

10 Q. All right. And you don't delete your emails?

11 A. I don't delete my emails.

12 Q. Okay.

13 MR. ENGRAV: Mr. Pitt, do we still have --

14 MR. PITT: We can go back and look for  
15 them. Again, I'll go back and look for anything she  
16 has.

17 MR. ENGRAV: Okay.

18 MR. PITT: And it also depends what period  
19 of time too you're looking for because, again, this is  
20 all subject to the objections that we provided that was  
21 part of our response to request for production. Your  
22 requests were overbroad, so -- but if we can pinpoint  
23 things that you want, I'm more than happy to work with  
24 you to get you materials in periods of time that may or  
25 may not exist.

1 MR. ENGRAV: We can wrap this up later,  
2 but client just testified very particularly to emails  
3 where she introduced Mr. Vizzini to potential clients.  
4 Our claims for tortuous interference is economic  
5 relations. It's highly relevant, so yeah.

6 MR. PITT: Well, she didn't testify that  
7 she emailed clients with regard to tortuous  
8 interference with economic relations, and, again, if  
9 you want -- we can defer offline regarding periods of  
10 time, but if -- your requests were overbroad. I'm more  
11 than happy to work with you to get you the relevant  
12 documents that are -- that are requested.

13 MR. ENGRAV: I think we've done all we can  
14 here. I'm going to continue with the deposition.

15 Q. (By Mr. Engrav) I guess -- nobody writes  
16 letters anymore, but there's not going to be any  
17 letters out there where you're discussing Mr. Vizzini  
18 or Veritas since October 21st, 2021, is there?

19 A. No, not that I know of. I haven't written  
20 any.

21 Q. Do you keep a diary or any kind of memorial as  
22 to events in your life?

23 A. No.

24 Q. Okay. Tell me what you know about the Veritas  
25 Allies Secretary of State for the State of Oregon's

1 registration being taken down.

2 A. Nothing.

3 Q. You don't know anything about that?

4 A. No. Only that when I had to go in and -- so  
5 whenever we are looking at clients to potentially do  
6 business with, we go in and we do a debarment check to  
7 see if they have any sanctions against them for  
8 Medicare fraud or Medicaid fraud, to make sure there  
9 aren't any litigations against them, and to make sure  
10 that all of their licenses are fully intact.

11 Q. Okay. Did you find any lawsuits or  
12 allegations of Medicare/Medicaid, Stark, ANA kickback,  
13 any of those violations against Equitas or Veritas?

14 A. Not that I remember, no.

15 Q. Okay. But it sounds like you did find at some  
16 point in time that the Veritas Allies Secretary of  
17 State registration had lapsed. Is that right?

18 A. Correct.

19 Q. Okay. After that, are you aware of anybody  
20 else registering that name?

21 A. Yes.

22 Q. Can you tell me about that?

23 A. I believe Cynthia Free registered that name.

24 Q. What is your understanding of why she did  
25 that?

1 A. I think she just liked the name.

2 Q. No other reason?

3 A. Not that I know of.

4 Q. When did you become aware of her efforts to  
5 make that registration?

6 A. I don't remember, but I think she told me that  
7 she did it. I don't remember when, though. Sometime  
8 in that October or November.

9 Q. How did you respond to her?

10 A. I said: Good job. Great. I'm glad you do  
11 that for yourself.

12 Q. Why did you say that?

13 A. Because she was starting a new business, and  
14 she's my friend, so I was happy that she was starting a  
15 new business.

16 Q. What was the new business?

17 A. A publishing company, actually.

18 Q. What kind of publishing?

19 A. I don't know. Whatever she was going to do.

20 Q. How long have you --

21 A. She didn't give me a business plan.

22 Q. Sorry that I talked over you there. Was that  
23 the end of your answer?

24 A. Yes.

25 Q. How long have you and Ms. Free been friends?

1 A. For a little over a year and a half.

2 Q. How long had you been friends at the time that  
3 Ms. Free told you she was going to take the Veritas  
4 Allies registration?

5 A. A couple months, maybe. I don't remember.

6 Q. How did you become friends?

7 A. Well, I became friends with her after David  
8 and I broke up.

9 Q. So you and Mr. Vizzini broke up. And how did  
10 you and Ms. Free find each other?

11 A. I called her.

12 Q. How did you -- did you know of Ms. Free prior  
13 to the breakup?

14 A. No.

15 Q. How did you find out about Ms. Free?

16 A. Well, I knew about her because, I mean, when  
17 they were going through their divorce, David would call  
18 me on the phone crying all the time, saying that she  
19 was taking him for everything that he had and all this  
20 other stuff, so -- but then we found out that that  
21 wasn't true, so I wanted to be friends with Cindy after  
22 that.

23 Q. Okay. So you and Mr. Vizzini broke up. You  
24 called his ex-wife and wanted to be friends with her?

25 A. Correct.

1 Q. And then about a month and a half later you  
2 found out about Ms. Free's interest in taking the  
3 Veritas Allies registration. Is that accurate?

4 A. Correct.

5 Q. And there's -- and you told her good job, and  
6 that was because you believed she was going to form a  
7 new publishing business. Is that right?

8 A. Correct. That's correct.

9 Q. Was any part of that to get back at David  
10 Vizzini?

11 A. I don't know why she took that name. I don't  
12 know.

13 Q. Did you assist Ms. Free in the registration  
14 with the Secretary of State?

15 A. No.

16 Q. Did you consult with her about it?

17 A. No.

18 Q. Did you discuss how to do it and why to do it  
19 with her?

20 A. No.

21 Q. Were you aware that it would have a negative  
22 impact on Veritas Allies, LLC?

23 A. I didn't know she was going to do it.

24 Q. After she did it, were you aware that taking  
25 that registration would have a negative impact on



1 Mr. Vizzini's business, Veritas Allies?

2 A. I did not -- it wasn't Mr. Vizzini's business  
3 at that time. So, I mean, as far as that goes, no.

4 Q. So let's --

5 A. I didn't know anything about that.

6 Q. -- get on the same page with terms. So  
7 there's the LLC, and it can ping-pong back and forth  
8 depending on who's the owner I think is what you're  
9 saying there. When I say Veritas Allies with not using  
10 LLC, I'm referring to Mr. Vizzini's business that he's  
11 president of, Veritas Allies. Does that make sense?

12 A. Somewhat, yeah, but I -- I mean, I don't know  
13 if it would have a negative effect on him or not. I  
14 didn't talk to David Vizzini after this, so I don't  
15 know.

16 Q. Let me ask you the question in a different  
17 way. What is the exact entity name of HC Consulting  
18 company? Is it LLC?

19 A. HC Consulting, LLC.

20 Q. What would happen if somebody took over the  
21 registration for that business?

22 A. Well, I guess we would have to rename our  
23 company, but we also wouldn't let our licensure lapse,  
24 so.

25 Q. Would that be a big deal if you had to rename

1 your company?

2 A. No.

3 Q. Do you have contracts with clients in the name  
4 of HC Consulting, LLC?

5 A. Yes.

6 Q. Is the business certified or licensed in any  
7 way?

8 A. I don't know. I'd have to ask Jim about that.  
9 I don't know.

10 Q. But if it was, you'd have to change those.  
11 Right?

12 A. Possibly.

13 Q. So I'm just trying to get a sense. When --  
14 when Ms. Free told you that, was it your understanding  
15 that she was trying to get back at her ex-husband,  
16 David Vizzini?

17 A. It was not my understanding. I don't know  
18 what her motive was.

19 Q. And did you have any motive to harm David  
20 Vizzini when you were discussing the registration of  
21 Veritas Allies, LLC, with Ms. Free?

22 A. No. I thought it was dumb, but that's about  
23 it.

24 Q. What did you think was dumb?

25 A. That a company would let their license -- let

1 intermittently at conferences. When did you and  
2 Mr. Vizzini become closer?

3 A. David started chasing me around as soon as he  
4 was going through his divorce with Cindy Free.

5 Q. Around what time is that?

6 A. Sometime in 2019. March or April in 2019.

7 Q. And when you say chasing you around, what do  
8 you mean by that?

9 A. Calling me, FaceTiming me, asking me to come  
10 out with him, asking me to vacation with him, sometimes  
11 crying on the phone about how his divorce was going.  
12 Eventually, I just told him I wasn't interested, and I  
13 quit taking his calls. And then I would just see him  
14 at conferences.

15 Q. All right. I want to understand this timeline  
16 better. March or April of 2019 is when that commenced.  
17 Right?

18 A. Correct.

19 Q. How frequently were you two communicating in  
20 the months that followed March and April of 2019?

21 A. I don't remember exactly. Maybe monthly.  
22 He'd ask me to come up to Oregon and hang out with him,  
23 and I said no.

24 Q. Did you guys discuss the healthcare industry  
25 on those calls?

1 him, he smelled like alcohol really bad, and he  
2 appeared to be kind of a hot mess over his relationship  
3 or his -- the demise of his divorce. And I didn't want  
4 to get involved with somebody like that.

5 Q. So did that resolve by the time you did end up  
6 in a relationship with him in July of '21?

7 A. Yes, it did, actually.

8 Q. So -- so what was your opinion of Mr. Vizzini  
9 at that time?

10 A. Thought David was a nice guy, you know. He  
11 had proven himself to me. I mean, he -- it was  
12 constant. He was a constant person in my life at that  
13 point, phone calls, you know, things like that. Always  
14 wanted to make sure that he saw me at conferences. So  
15 our -- over the course of the next two years, our  
16 friendship did progress. So yes.

17 Q. And at that time you were located in Dallas,  
18 and Mr. Vizzini was located in Portland?

19 A. Correct.

20 Q. And so most of your communications at that  
21 time were either via written communication or over the  
22 phone or Zoom or something like that?

23 A. Predominantly over the phone and FaceTime.

24 Q. And Mr. Vizzini would be in Portland for many  
25 of those, and you'd be in Dallas?

1 A. Yeah, or wherev- -- yeah, predominantly.

2 Q. Have you ever worked at the same company as  
3 Mr. Vizzini?

4 A. No.

5 Q. Have you ever -- outside of the marketing  
6 agreement that we just discussed, have you ever done  
7 business with him?

8 A. No.

9 Q. Have you ever offered to work with Mr. Vizzini  
10 in any way?

11 A. He offered to hire me.

12 Q. On behalf of what company?

13 A. I forget. I think it might have been Equitas.  
14 I don't remember.

15 Q. Do you remember the terms of that offer?

16 A. No. He just said: Hey, I want you to come  
17 work for me.

18 And I said: No, probably not. I said: I  
19 might do some consulting work for you if you need, but  
20 I don't want to work for you.

21 Q. When was that?

22 A. 2019 or '20. I don't remember.

23 Q. What was your understanding of the role?

24 A. None. Didn't get that far. I wasn't  
25 interested in working for the company, so I didn't ask

1 A. I remained benign. The thing that got me  
2 enraged was when they sent that letter to my employer.  
3 That's what got me enraged, the letter of lies. Yes.

4 Q. Okay. We'll talk about that in a little bit.  
5 So I understand that your testimony is that the letter  
6 that was sent to your employer got you angry, but other  
7 than that, your outlook and perspective towards  
8 Mr. Vizzini after the breakup was always benign?

9 A. Felt -- yeah, benign.

10 Q. I guess, you know, in the first couple months  
11 after that breakup, did you have an interest in seeing  
12 Mr. Vizzini fail personally?

13 A. No. I don't care what Mr. Vizzini does.

14 Q. And you didn't then either?

15 A. No, I don't.

16 Q. You didn't? I'm just trying to -- you know --

17 A. I didn't. No.

18 Q. Yeah, sorry to be grammar police.

19 And then at that same time, just after the  
20 breakup, you didn't have any interest in Mr. Vizzini  
21 failing on a professional level either?

22 A. It was something that everybody was going to  
23 watch anyways because that's just what he does.

24 Q. Okay. So I understand your testimony is that  
25 you -- you expected that to happen, but you didn't have

1 Q. Do you know if that was a big or small client  
2 of Veritas?

3 A. I don't know. I guess it was one of his  
4 largest clients from what David would tell me. It was  
5 his largest client.

6 Q. Did you reach out to Ms. Donaldson after the  
7 conference?

8 A. No.

9 Q. You never talked to her after the conference?

10 A. Nope.

11 Q. Did you ever speak to Luanne Gentilini after  
12 the conference negatively --

13 A. Yes. I do. Oh, sorry.

14 Q. No problem. It happens, but we'll just do our  
15 best to pause. So I'm just going to restart that  
16 question.

17 Did you speak to Luanne after the conference  
18 negatively about Mr. Vizzini or his companies?

19 A. No.

20 Q. Nothing in writing either?

21 A. No.

22 Q. Same question with Preston Bostrom?

23 A. I don't even see Preston that often. No.  
24 Nothing in writing either.

25 MR. ENGRAV: All right. Why don't we take



1 a -- we got through that section quicker than I  
2 anticipated -- a ten-minute break. I know I could use  
3 it. And then I will come back and start sharing the  
4 screen with some of those exhibits.

5 THE WITNESS: Okay.

6 MR. ENGRAV: All right. See you all in  
7 ten. I got 11:36, so that would be 12 -- or sorry,  
8 11:46.

9 THE VIDEOGRAPHER: We are going off the  
10 record at 1:36.

11 (Recess taken 1:36 a.m. - 1:47 p.m. CST)

12 THE VIDEOGRAPHER: We are back on the  
13 record. The time is 1:47. Please proceed.

14 Q. (By Mr. Engrav) Okay. Ms. Schiappacasse,  
15 there's a couple things I wanted to circle back to. I  
16 had asked you whether you told Mr. Barnes that you were  
17 going -- something to the effect of: I'm going to ruin  
18 Mr. Vizzini's business.

19 And I asked you if you said that on the night  
20 at the bar, but I want to ask you now, have you ever  
21 said that to Mr. Barnes?

22 A. I don't remember. I don't recall. I don't  
23 really know him, so I've -- I only met him that one  
24 time, and I had a brief interaction with him sometime  
25 in the conference hall. But I don't know Shane.

1 Q. Okay. But you don't recall ever saying that?

2 A. No. I do recall saying it to Josh Bailer.

3 Q. Okay. Why did you say that to Mr. Bailer?

4 A. You know, you have to realize that there were  
5 a lot of extracurriculars going on with David and his  
6 lying and his, you know, borrowing and asking of money,  
7 and crying and sleeping with other men. And then I  
8 found out that he had actually been living with another  
9 woman the entire time we were dating. So, you know, I  
10 think that all that kind of culminated into he can get  
11 out of my life and never ask me for anything again, and  
12 if anybody ever asked me would I do business with him  
13 or should they do business with him, my answer is  
14 always going to be no.

15 Q. Okay. And so that's also your justification  
16 for why you told Josh Bailer that you're going to ruin  
17 Mr. Vizzini's business?

18 A. No. The justification of -- that's part of  
19 it. But the justification also was the fact that they  
20 don't have a viable platform that works. So he could  
21 produce nothing to me and my partner to make us want to  
22 do business with him. So my answer to anybody doing  
23 business with Veritas Allies was always going to be no.

24 Q. Does Veritas Allies or any of Mr. Vizzini's  
25 businesses compete with any of your businesses?

1 A. No, not at all.

2 Q. So there's no, you know, business purpose for  
3 you or your businesses to have his business fail. Is  
4 that a fair --

5 A. No.

6 MR. PITT: Object to form.

7 A. I don't care if -- I don't care if he fails or  
8 not. I really don't. I don't even care if he  
9 succeeds. There is no -- no crossbreeding involved at  
10 all in our businesses.

11 Q. And then -- sorry, I've got a bug in my throat  
12 here.

13 But -- okay. And I asked you earlier if after  
14 the conference you had spoken negatively about  
15 Mr. Veritas -- or sorry, Veritas and Mr. Vizzini's  
16 businesses to Mary Beth Donaldson. Have you ever  
17 spoken negatively of Veritas or Mr. Vizzini's  
18 businesses or Mr. Vizzini to Mary Beth?

19 A. No. I had one conversation at SIIA with Mary  
20 Beth Donaldson. It was about her business and how I  
21 could help her with some -- one high-dollar drug that  
22 she was working with. Conversations floated. That's  
23 when she told me about Jean Gordon because Mary Beth  
24 Donaldson was the one that told me about Jean Gordon at  
25 the conference, so --

1 unless anything's been changed unbeknownst to me.

2 Correct.

3 Q. And the first sentence here in the gray window  
4 looks like Ms. Free is saying: Thanks so much for the  
5 call.

6 So you and her had a call just before this  
7 text message chain started?

8 A. Yeah.

9 Q. Was that your first time talking with her?

10 A. Correct.

11 Q. What did you two talk about?

12 A. We talked about David Vizzini. That's all we  
13 talked about on that call was David Vizzini.

14 Q. Who initiated the call?

15 A. I did.

16 Q. How did you get Ms. Free's number?

17 A. I knew that she owned HR Annie.

18 Q. So you went online and found her number?

19 A. No. Well, yeah. Yeah, I probably did that.

20 Yeah. HR Annie, there she was.

21 Q. Okay. And so earlier I think we had our dates  
22 wrong when we were talking about the conference. I  
23 took a look during the break, and I believe that Friday  
24 was October 1st, Saturday the 2nd, and then Wednesday,  
25 which I understand to be the final day of the

1 A. Probably about 500 examples, but I don't  
2 remember them.

3 Q. You don't recall any of the examples sitting  
4 here today?

5 A. Nope. She said she was waiting for somebody  
6 to reach out to her at some point in time because this  
7 was a common -- this is a common practice of David's is  
8 what she said.

9 Q. Did she give any examples of other  
10 individuals?

11 A. Nope.

12 Q. Did you -- is there anything that would  
13 refresh your recollection? Did you write anything down  
14 in regards to the 500 reasons or the multiple other  
15 people?

16 A. Just what's in the text messages. You guys  
17 have all the text messages.

18 Q. Okay. So if there's nothing in here as  
19 examples in the text messages -- sorry. Strike that.

20 Everything that's going to fall under those  
21 500 examples or other individuals is going to be in  
22 these text messages between the two of you?

23 A. Possibly. I mean, we talked a lot on the  
24 phone. I mean, Cindy and I spent a lot of time on the  
25 phone talking to each other. So, I mean, now she's got

1 businesses that she runs. We talk about business a  
2 lot.

3 Q. Still to this day?

4 A. Yep.

5 Q. Okay. When's the last time you two spoke?

6 A. I don't know. Maybe a couple weeks ago.

7 Q. Did you talk about the lawsuit?

8 A. No. We don't talk about that anymore because  
9 that's in the past for us.

10 Q. Okay. All right. So you say here: I'll get  
11 over this one quickly. I just don't want him to get to  
12 any of my people. I hope he just goes away.

13 So you were still -- is it fair to say that  
14 you were still worked up about the situation on this  
15 date?

16 A. I don't think I was worked up. I was worried  
17 about what his next steps were going to be because I  
18 suspected he was going to do something like this, which  
19 is exactly what he did.

20 Q. When you say that's exactly what he did, what  
21 are you referring to?

22 A. Well, I was really surprised at the letter  
23 that they sent to my employer that was full of lies  
24 trying to get me fired. I didn't think it would come  
25 in that context, but I know that David likes to

1 Q. Okay. I -- I -- let me know when you're ready  
2 to stop. I'm going to ask you questions on the two  
3 pages that we just read, but I'm happy to --

4 A. Go ahead and ask questions. I'm fine.

5 Q. Okay. My first question is right here. You  
6 said: I reached out to all of my people who know him,  
7 and he's going to definitely feel that pressure  
8 business-wise.

9 You -- you texted that right?

10 A. Sure. That's what I wrote.

11 Q. What did you mean by that?

12 A. I can talk about my personal life and my  
13 personal experience with David Vizzini with anybody  
14 that I want to talk to, period. As long as I'm not  
15 lying or it's not interfering with his business, I can  
16 do whatever I want. If I want to go to my clients and  
17 say, "Don't do business with him because this is what  
18 I've run into with David. He's a liar. He's a  
19 manipulator. He might sue you," then I can do whatever  
20 I want. I can do that.

21 I'm a consultant. I didn't feel that his  
22 platform was viable for any of my clients, and I have  
23 every right to go back to my clients say: This is not  
24 a viable solution for your company based on what I have  
25 been given by David Vizzini and Veritas Allies.

1 I was giving -- given some bogus numbers, some  
2 never-ending sales collateral, never any information on  
3 exactly what the business did. So I can definitely go  
4 back to any one of my clients and tell them: No, don't  
5 do business with him, and here's the reasons why.

6 That's my job.

7 Q. So in this text message to Mr. Vizzini's  
8 ex-wife, your testimony is that the reason you said  
9 you're going to reach out to all of the people who know  
10 him and he's going to definitely --

11 A. No, I didn't say that. I said I'm going to  
12 reach out to all of my people.

13 Q. Thanks for the correction. And that was based  
14 on the deficiencies in the platform and various  
15 business concerns of yours?

16 A. Correct. Yep. A hundred percent.

17 Q. So none of this was being inspired from  
18 wanting to retaliate against Mr. Vizzini for the  
19 relationship that went south?

20 A. No.

21 Q. Here you say: He's going freak the e-f-f out.

22 Can I assume that by that "eff" you mean the  
23 swear word that starts with an F?

24 A. I just said "eff." "He's going to freak the  
25 eff out." So, yeah, the F.



1 he made to you during the course of the relationship  
2 that you believe are false, I'd want to know, so take  
3 your time.

4 A. I just don't remember. I mean, it's really --  
5 I don't remember.

6 Q. Is there any documents or anything that --

7 A. I mean, I think that anything that came out of  
8 his mouth at this point was a lie. Like, I don't feel  
9 like anything that he ever said to me at all ever was  
10 the truth, none of it. So anything that he may have  
11 said to me in text message and over the phone and  
12 face-to-face was probably a lie.

13 Q. All right. Okay. Let's take a look at this  
14 text message. This is on page 11.

15 A. Um-hmm.

16 Q. Just kind of focus on this one. So let me  
17 know when you're done.

18 A. Okay.

19 Q. By "okay," do you mean you're done?

20 A. Yep.

21 Q. Okay. Wow, you're a fast reader.

22 All right. So you sent this to Mr. Vizzini's  
23 ex-wife. What did you mean by "power couple"?

24 A. Well, that's what David called us. He called  
25 us a power couple. You know, we had a Dallas location

1 and a Portland location, and the two of us together  
2 were going to be able to run the industry.

3 Q. As like a partnership concept?

4 A. No. He called us a power couple because he  
5 wanted to spend half of his time in Dallas with me and  
6 he wanted me to spend half of my time in Portland with  
7 him.

8 Q. And you reference two of the biggest deals of  
9 your life. What clients were those with?

10 A. I don't think that matters because he wasn't  
11 involved in any of those, and Veritas was never even  
12 a -- a discussion on that, so -- and they didn't happen  
13 in Oregon.

14 Q. I stand by the question. I'm going to ask you  
15 to answer the question.

16 A. I don't remember.

17 Q. You don't remember the two biggest deals of  
18 your life?

19 A. I don't.

20 Q. I just want to make this as clear as possible.  
21 These are the two biggest deals of your life. And this  
22 is 2021, and some time's passed. And you don't recall  
23 these clients at all?

24 A. I don't.

25 Q. When you close a deal, do you sign a contract?

1 A. Sometimes.

2 Q. Sometimes there's no contract?

3 A. Sometimes I don't sign the contract.

4 Q. Let me ask the question another way. When a  
5 deal closes in your industry, is there a contract that  
6 is signed between your entity and the client?

7 A. Correct.

8 Q. And sometimes you sign it, but sometimes maybe  
9 another business partner signs it. Is that what you're  
10 saying?

11 A. Correct.

12 Q. What is the name of that contract?

13 A. It's called a marketing contract or an ICA,  
14 independent contract agreement.

15 Q. So the night you celebrate is the night that  
16 the marketing contract is executed. Is that fair to  
17 say?

18 A. No, because I don't execute the contracts. I  
19 don't execute contracts for Payer Matrix, and Veritas  
20 and Payer Matrix were never going to be doing business  
21 together. So any business that I do with Payer Matrix  
22 has nothing to do with Veritas Allies.

23 Q. Understood, but that wasn't my question. I'll  
24 try again. I'm just trying to understand, you know,  
25 different industries are different. A deal is closed

1 A. No.

2 MR. PITT: Object to form. That has  
3 nothing to do with -- I mean, Ms. Schiappacasse's  
4 mental health or not mental health treatment is not at  
5 issue in this -- in this lawsuit, and we're not going  
6 to go down that -- that path. This is about whether or  
7 not Ms. Schiappacasse allegedly interfered with any  
8 businesses of Mr. Vizzini.

9 MR. ENGRAV: But it's her own words.

10 MR. PITT: No. She -- she answered your  
11 question, but if you're going to ask if she's ever  
12 received mental health treatment, I'm objecting. I'm  
13 instructing her not to answer it. It's abusive and  
14 harassive -- and harassing.

15 Q. (By Mr. Engrav) All right. We'll move on.

16 We are on page 11. All right. And here at  
17 the top of page 13, go ahead and read these top two and  
18 let me know.

19 A. Okay.

20 Q. Why did you tell Mr. Vizzini that you're a  
21 multimillionaire?

22 A. Because he wants my money.

23 Q. Any other reason?

24 A. No.

25 Q. All right. And you say here that you need to

1 stop messing with him or he'll turn me into someone.

2 Were you messing with him at this point?

3 A. Probably a little bit, yeah.

4 Q. Bottom of 14 you say you think you should call  
5 the IRS on him. What do you mean by that?

6 A. Well, he hasn't paid taxes in years and years,  
7 probably since 2014. And at that point in time, Cindy  
8 had found out that he committed fraud against the State  
9 of Oregon for collecting PPP and in -- and -- and what  
10 do you call it when you're not employed? --  
11 unemployment from the State of Oregon while he was in  
12 fact working for Veritas Allies and collecting a  
13 paycheck from them as well, so --

14 Q. Is all of that information coming from  
15 Ms. Free?

16 A. Correct.

17 Q. Any other source?

18 A. Nope.

19 Q. Let's go to --

20 A. Oh, well -- no, there's not. No.

21 Q. Do you have anything else to add?

22 A. No, I don't.

23 Q. All right. I'm on Bates 16. I'm going to --  
24 I'd like to have you read two pages. I'll scroll  
25 through it. Let me know when I can scroll down.

1 A. Okay. Okay. Okay. I don't know what that  
2 says. Okay. Okay.

3 Q. All right. Actually, I think I scrolled too  
4 far, but that's okay.

5 All right. So did I have you read this page?

6 A. Okay.

7 Q. All right.

8 A. Okay.

9 Q. All of it? All right.

10 A. Yep.

11 Q. Okay. So how frequently are you and Ms. Free  
12 chatting at this time?

13 A. As often as we want.

14 Q. And how often did you want to chat?

15 A. I don't know at that point. It's all dated.  
16 You can see the dates.

17 Q. Yeah, I suppose I'm talking about phone calls.  
18 So are you having daily phone calls at this time?

19 A. I don't know.

20 Q. Were you talking multiple times a week?

21 A. Possibly. I don't know.

22 Q. You say you got to Jean. So you've been  
23 actively trying to get in contact with Ms. Gordon. Is  
24 that right?

25 A. Correct.

1 that he did -- failed at was -- was enjoyable for me, a  
2 thousand percent.

3 Q. And then here you say: Who was the guy at  
4 6 Degrees you wanted me to talk to, Scott? Question  
5 mark.

6 A. Yeah.

7 Q. Who's Scott?

8 A. I don't know. I -- she didn't give me any --  
9 I don't know any -- the only person I know at 6 Degrees  
10 is Jeff Dykema. That's his name. I know Jeff Dykema.

11 Q. What did Ms. Free say about Scott?

12 A. She said that there was a lawsuit and David  
13 was owed some money for something. And he was supposed  
14 to get some type of large chunk of money, but he  
15 decided to go and litigate and ended up cutting what he  
16 was supposed to get in half because he's dumb and just  
17 didn't take the money that he was supposed to get as a  
18 severance and walk away.

19 So apparently 6 Degrees Health fired David for  
20 not doing his job correctly or something, and they gave  
21 him a hefty severance package. And he didn't agree  
22 with the severance package, so he sued 6 Degrees Health  
23 and ended up with quite a bit money less than what he  
24 was owed because he just didn't take the package and  
25 leave.

1 Q. So why is that any of your business?

2 A. It's not.

3 Q. So why did Ms. Free want you to talk to him?

4 A. I don't know.

5 Q. Did you guys have a phone call about that?

6 A. No.

7 Q. There's no other text messages where Ms. Free  
8 says that you should talk to Scott at 6 Degrees, so  
9 you're sure that you didn't talk to her on the phone  
10 about that?

11 A. I'm not sure about that, but there were so  
12 many phone calls, I can't even tell you what we all  
13 talked about. There was hundreds of phone calls, I'm  
14 sure.

15 Q. Hundreds of phone calls.

16 A. Possibly.

17 Q. Where was Ms. Free at this time, to the best  
18 of your knowledge?

19 A. I'm assuming she was in Oregon.

20 Q. Were you and Ms. Free trying to harm  
21 Mr. Vizzini's businesses at this time?

22 A. No.

23 Q. I'm going to go to page 21. All right. I'm  
24 happy to -- I don't think the stuff at the top of here  
25 is really relevant, but I'll scroll through it. Let me



1 know.

2 A. Go ahead. No.

3 Q. All set?

4 A. Yep.

5 Q. So earlier you didn't know who Tom Cardwell  
6 and John Hennessey are. Does this refresh your  
7 recollection?

8 A. I didn't say that I didn't know Tom Cardwell.  
9 I know Tom Cardwell. Tom Cardwell called me when he  
10 was fired from his job because he was looking for  
11 another job. John Hennessey reached out to me. I  
12 don't know who he is.

13 Q. Other than -- so where did Mr. Cardwell get  
14 fired from?

15 A. Leading Edge Administrators.

16 Q. Do you know much about them?

17 A. No, I don't do business with them.

18 Q. Do you know who they do business with?

19 A. No. I don't have any business dealings with  
20 Leading Edge Administrators at all.

21 Q. Did you know Tom Cardwell prior to this?

22 A. I've known Tom Cardwell for about ten years.

23 Q. Okay. And so he -- he reached out to you  
24 because he was -- he lost his job. Was there anything  
25 other than the loss of the job and a potential new job

1 tendencies, and he can't be trusted. He's too pliable.  
2 He can move around without anybody knowing.

3 Q. Are you basing that off of anything in  
4 particular other than the conversation that you alleged  
5 happened with Mr. Vizzini?

6 A. No.

7 Q. Did he ever threaten you physically, or is  
8 there anything like that that we need to talk about?

9 A. No.

10 Q. Right here you say: I'm going to get him out  
11 of the industry once and for all. I have enough power  
12 to where people will listen to me.

13 What did you mean by that?

14 A. You know, it's just girl talk, you know, as  
15 far as that goes. We were just, you know, talking  
16 about how bad David treats people and women, and that  
17 was just us letting off some steam. I think they call  
18 it, like, locker room talk.

19 Q. That's all that was?

20 A. Correct.

21 Q. Here you say: I talked to John yesterday.  
22 Is that John Hennessey?

23 A. I did not say that. That's not my text.

24 Q. Oh, I'm sorry. Thanks for that correction.

25 Ms. Free says: I talked to John yesterday.

1 He's a true professional so may not say much, but he  
2 knows who Dave really is.

3 A. Okay.

4 Q. Did you and Ms. Free talk about Mr. Hennessey?

5 A. No, not that I can recall.

6 Q. Is -- is she talking about Mr. Hennessey right  
7 there?

8 A. I don't know.

9 Q. Is there another John that you guys were  
10 talking about?

11 A. There's probably a hundred Johns that we know.  
12 I don't know.

13 Q. So this is -- on the very next page, after you  
14 heard Mr. John Hennessey wants to chat with you, and  
15 then one, two, three text messages later she says she  
16 talked to John. And you think that's -- it could be  
17 anybody?

18 A. It could be anybody. I can't make assumptions  
19 on what Cindy Free does.

20 Q. Did you tell Ms. Free to talk to Mr. John  
21 Hennessey?

22 A. No.

23 Q. Do you know if she ever did talk to  
24 Mr. Hennessey?

25 A. I don't know.

1 ring. You know what I mean? Because everything that  
2 happened at the conference didn't warrant an email to  
3 my -- a letter to be sent to my -- to my company. It  
4 should have just warranted we're not dating anymore,  
5 screw you, screw you, let's get on with our lives. I  
6 had a good rapport with Josh when I met Josh, and I  
7 thought that he was a relatively pragmatic individual.  
8 So I thought about wa- -- reaching out to him, but then  
9 I decided against it.

10 Q. This is Josh at Veritas. Right?

11 A. Yes. He's the president of Veritas Allies,  
12 supposedly. I don't know if he still is or not.

13 Q. What were you going to reach out to him about?

14 A. I was going to ask them why they thought it  
15 was okay to write a bunch of lies to my company.

16 Q. Who would he turn you in to?

17 A. My company, if he wrote it.

18 Q. Oh, for just communicating with him in the  
19 first place?

20 A. Correct.

21 Q. Okay. At the bottom of this page that we just  
22 read through on 32, you volunteer to fly up to  
23 Portland. Is that right?

24 A. Yes. Cindy and Jean and I were going to spend  
25 the weekend at Cindy's house and kind of just talk

1 about everything that we went through and help each  
2 other through this entire process. Because you have to  
3 remember, David was living with Jean unbeknownst to me  
4 while he was staying at my house and going to  
5 conferences with me and dating and courting me. So  
6 when I told Jean that David was sleeping with me and  
7 her, obviously that didn't have a good effect on Jean.

8 Q. I don't know -- we can go through these if we  
9 want, but you and Ms. Free exchange hotel ideas and  
10 talk about dates. Right?

11 A. Correct. Okay.

12 Q. And -- but that trip didn't happen?

13 A. It did not happen.

14 Q. And you did book a flight, but not a hotel?

15 A. Correct. I'm -- if I did book a hotel, I  
16 didn't go, and I canceled that too. I don't remember.

17 Q. Okay. Then go to page 40. Okay. Still the  
18 conversations with you and Ms. Free. I'm interested in  
19 this one right here, so let me know when you've read  
20 that.

21 A. Okay.

22 Q. You say: My best friend from Michigan wants  
23 to come so bad. I told her not this time. She's a  
24 V.P. of marketing at Blue Cross, and she wants to  
25 collaborate on VA. What is the best friend from

1 Michigan's name?

2 A. Kim Sharbatz.

3 Q. How do you spell the last name?

4 A. S-h-a-r-b-a-t-z.

5 Q. So this is the V.P. of marketing at Blue Cross  
6 that we were talking about earlier. Right?

7 A. She doesn't work there anymore.

8 Q. Is this the person that we were talking about  
9 earlier?

10 MR. PITT: Objection. Misstates  
11 testimony.

12 A. It could have been.

13 MR. PITT: She says she knows -- knows  
14 multiple V.P.s depending on which -- which Blue Cross  
15 you want to talk about.

16 MR. ENGRAV: All right. Your objection is  
17 on the record.

18 Q. (By Mr. Engrav) Why did you want her to  
19 come -- well, first of all, am I interpreting this  
20 correctly that you wanted her to come to Portland?

21 A. Yeah.

22 Q. Why did you want her to come to Portland?

23 A. No, I didn't want her to come to Portland. I  
24 told her not to come to Portland.

25 Q. Oh, but she wanted to come to Portland?

1 A. Correct.

2 Q. Why did she want to come to Portland?

3 A. I don't know. I didn't ask her.

4 Q. So you told her that you were going to  
5 Portland. Did you tell her why?

6 A. No.

7 Q. And so she said she wanted to go. Right?

8 A. Yep. Yes.

9 Q. Did it have any relation to Mr. Vizzini or his  
10 businesses?

11 A. What?

12 Q. I'll rephrase the question. Did Kim, your  
13 friend in Michigan, want to come to Portland because of  
14 what you told her about Mr. Vizzini and his businesses?

15 A. No.

16 MR. PITT: Object to form.

17 Q. (By Mr. Engrav) Did you talk to Kim about  
18 Mr. Vizzini?

19 A. Probably, yeah. She's my best friend.

20 Q. Did you talk to her about the businesses?

21 A. Yes.

22 Q. What did you tell her?

23 A. I don't remember. I mean, I probably told her  
24 everything about my personal life and what I was going  
25 through at that time. Blue Cross wasn't doing business

1 website?

2 A. No.

3 Q. Was there any photos of Mr. Vizzini?

4 A. No.

5 Q. Would you say that the website was, like,  
6 developed? Was it -- did it look professional?

7 A. I don't remember.

8 Q. Okay. I'm going to go to Bates 52 in Exhibit  
9 1. I'm going to scroll down to the end of the page.  
10 Let me know when you're ready for me to scroll.

11 A. Okay. Okay. Okay.

12 Q. Okay. So Ms. Free is sharing information with  
13 you regarding her divorce. Is that what's happening at  
14 the top?

15 A. It looks like it, yes.

16 Q. And then right here in the blue, your  
17 response, why do you say, "Ha, ha, ha," at the  
18 beginning?

19 A. Probably because I just read something in the  
20 divorce decree or something. I don't remember. I  
21 don't know.

22 Q. Okay. Okay. And then you say: Eric Reed  
23 just called my friend and wants to have the Equitas  
24 name removed from the contract and have Veritas Allies  
25 added.



1 Who is Eric Reed?

2 A. I don't know.

3 Q. What was he talking about?

4 A. Obviously he was talking about a contract. I  
5 don't even know who I was talking to or what friend I'm  
6 even -- even referring to. I just thought it was  
7 funny, since Veritas doesn't own that name anymore,  
8 that they would want to change contracts to put them in  
9 their name.

10 Q. Do you think that your message here in the  
11 middle of page 52 is about Mr. Vizzini?

12 A. I don't know.

13 Q. So you -- you have the Equitas --

14 A. I mean, when I say Veritas Allies, I assume  
15 it's about David Vizzini, yeah.

16 Q. It also says Equitas, which is another one of  
17 the companies. Right?

18 A. Yes.

19 Q. And you're telling me you don't know who the  
20 friend is or Eric Reed?

21 A. I don't know who -- what friend they're  
22 talking about. I don't know what friend I'm talking  
23 about, so I don't know anything -- I don't -- I can't  
24 remember that. Eric, I don't recall ever meeting an  
25 Eric Reed.

1 Q. Do you know what contract they're talking  
2 about?

3 A. No.

4 Q. All right. And then on the next page you  
5 Ms. Free are talking again, and you laughed at: I just  
6 registered the business name.

7 So that's where you -- you know, you have --  
8 do you have an iPhone?

9 A. I do have an iPhone.

10 Q. So is that the thing where you press and hold  
11 it down, and then it either hearts it or laughs at it?  
12 Is that what's happening here?

13 A. I -- I guess so, yeah.

14 Q. Okay. And you thought it was funny that she  
15 got the -- the business name registered?

16 A. I thought it was very funny, yes.

17 Q. And so this happened after she sent you the  
18 website?

19 A. Yeah.

20 Q. You were very -- so here you say: He's going  
21 to find out this week.

22 This is at the middle of 53. You say: He's  
23 going to find out this week. You say: So -- many  
24 times -- happy. LOL.

25 A. Correct.

1 Q. So you're -- you're happy that this is going  
2 hurt Mr. Vizzini. Right?

3 A. I'm very happy it's going to hurt Mr. Vizzini.

4 Q. All right. Sorry. One second. All right. I  
5 am on page 55 now, just up at the top. Just kind of  
6 scroll through it kind of quick -- well, just kind of  
7 scroll through it.

8 So here I want to know -- you say: You don't  
9 know how bad I want to text him and say, Geez, it  
10 really sucks when people blow you off and ignore you.  
11 Doesn't it?

12 What did you mean by "blow you off and ignore  
13 you"?

14 A. So David has a history that when he screws  
15 somebody over, he just never talks to them again. And  
16 Jean had quit talking to him, and I thought that was  
17 funny.

18 Q. So did Mr. Vizzini ignore you in the  
19 relationship. Is that why you're so angry?

20 A. Yes, towards the end he quit returning any  
21 phone calls or texts.

22 Q. Okay. Page 57. You say: Vizzini is starting  
23 damage control.

24 Ms. Free says: Ah, I bet. What did he do?

25 And you respond with this. Let me know when

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

6		)	Case No. 21CV47955
7	VERITAS ALLIES LLC, an Oregon	)	
8	Limited Liability Company,	)	PLAINTIFF VERITAS ALLIES LLC
9		)	RESPONSE TO HEATHER
10	Plaintiff,	)	SCHIAPPACASSE'S MOTION TO
11		)	DISMISS
12	v.	)	
13		)	
14	CYNTHIA FREE; and individual; and	)	
15	HEATHER SCHIAPPACASSE	)	
16	_____	)	
17		)	
18	Defendants.	)	
19		)	
20		)	
21		)	
22		)	
23		)	

INTRODUCTION

Veritas Allies LLC (Veritas) is an Oregon company with offices and staff in Oregon operating in the self-insured health insurance space. It provides highly complex, cost containment services to providers and payors operating in the health care industry. David Vizzini, is the company's CEO. As detailed in the Complaint, Mr. Vizzini and members of the Veritas team attended a conference in Texas, which marked the beginning, but only the beginning, of Ms. Schiappacasse's destructive impulses. The critical allegations in the complaint demonstrate that Ms. Schiappacasse then recruited Oregon individuals to help her make good on

1 her promise to “destroy Veritas”, an Oregon LLC, with an Oregon CEO. Ms. Schiappacasse  
2 now argues its unfair for her to defend the damage in Oregon.

3 The complaint alleges that after the conference, Ms. Schiappacasse subsequently reached  
4 out to Mr. Vizzini’s ex-wife, and resident of Oregon, Cynthia Free, to “destroy Veritas.”  
5 Complaint ¶¶11, 12, and 13. The complaint alleges Ms. Schiappacasse travelled to Oregon in  
6 furtherance of this objective. *Id. at* ¶3. Ms. Shiappacase had previously engaged in business  
7 meetings with members of Veritas Allies located in Portland via Microsoft teams calls. Vizzini  
8 Dec. ¶ 4<sup>1</sup>. Ms. Schiappacasse also entered into a marketing agreement with Veritas in 2020, and  
9 renewed the subsequent year. *Id. at* ¶ 4. The business relationship was developed enough to the  
10 point where Ms. Schiappacasse even considered investing in Veritas Allies and asked for  
11 financials. *Id. at* ¶ 5. The complaint alleges that Ms. Schiappacasse was ultimately successful in  
12 recruiting Ms. Free to falsely represent herself as an agent of Veritas and form an Oregon  
13 Secretary of State business registration in its name. ¶¶ 11, 12, 13. Exhibit 1 supporting Mr.  
14 Vizzini’s declaration also makes clear that Ms. Schiappacasse also attempted to solicit and  
15 recruit Jean Gordon, another resident of Oregon, for the same SOS sabotage scheme. Ms.  
16 Schiappacasse attempted to recruit Ms. Gordon’s involvement into her scheme, and it was only  
17 after Ms. Schiappacasse reached out to Ms. Gordon, that Veritas learned that of Ms.  
18 Schiappacasse’s scheme to go after Veritas, because Ms. Gordon, who is not a member of  
19 Veritas, reported the information to Mr. Vizzini.

20 The complaint outlines the statements Ms. Schiappacasse made to Veritas’ general  
21 counsel Shane Barnes, where she expressly declared her intent was to harm Veritas. Complaint  
22

23 <sup>1</sup> As discussed below, although most issues of Shiappacasse’s motion are limited to the complaints face, there is some ability to review extrinsic evidence for purposes of personal jurisdiction.

¶8. Also alleged is specifically how Ms. Schiappacasse damaged Veritas—in short, by intentionally targeting any and every client and potential client of Veritas that Ms. Schiappacasse could get a hold of. Although the specific contracts themselves are not included for proprietary and confidential purposes, paragraphs 14-17 establish with specificity how Veritas will prove its damages at trial.

#### POINTS AND AUTHORITIES

All pleadings shall be liberally construed with a view of substantial justice between the parties. ORCP 12A. In reviewing a motion to dismiss, we review the complaint and consider as true the facts alleged and all reasonable inferences that may be drawn therefrom. McGanty v. Staudenraus, 123 Ore. App. 393, 859 P.2d 1187 (Or. Ct. App. 1993). On a pretrial motion under subdivision A(8), the trial court can dismiss only if the pleading on its face fails to state a claim; the trial court may not go outside the complaint to conclude that the claims are barred. Business Men's Service Co. v. Union Gospel Ministries, 120 Or. App. 228, 852 P.2d 199 (1993).

#### 1. Personal Jurisdiction is proper.

Personal jurisdiction over Ms. Schiappacasse is established via ORCP 4(A)(4), ORCP 4(C), ORCP 4(D), and, in the alternative, ORCP 4(L).

#### Relevant allegations in the complaint.

In paragraph 3 of the complaint, Plaintiff alleged Defendant Schiappacasse travelled to Oregon in furtherance of the actions outlined in the complaint. Note, the allegation is that the travel is for the *specific purpose* of carrying out the coordination with Ms. Cynthia Free, which is also alleged to be a successful coordination. In paragraph 10, Plaintiff alleged facts representing various misrepresentations and other attempts clearly targeted towards Plaintiff, an Oregon LLC. In paragraph 11, Plaintiff alleged that Defendant Schiappacasse specifically reached out to Ms.

1 Cynthia Free, the ex-wife of Plaintiff's president, and an individual residing in Oregon.  
2 Paragraph 11 alleges that Defendant Schiappacasse and Defendant Free conspired to takedown  
3 Veritas through, among other efforts, taking over the Plaintiff's official registration with the  
4 Oregon Secretary of State. That allegation is far from conclusory, and is independently  
5 corroborated by the fact that it is uncontested that shortly after the conference the SOS  
6 registration was changed.

7 Ultimately, the above summary of facts alleged in the Complaint demonstrates that, on a  
8 motion to dismiss standard, the Court must accept as true the allegations that Defendant  
9 Schiappacasse specifically travelled to Oregon to assist another Oregon resident (Ms. Free) in  
10 sabotaging an Oregon LLC (Plaintiff) and harming Plaintiff's customers. Therefore, the  
11 complaint establishes Oregon's personal contacts with Oregon, that she calculated her efforts to  
12 harm an Oregon entity, and that she intentionally worked with and communicated with an  
13 Oregon resident to procure the alleged harm to Veritas.

14 If the Court concludes that the facts alleged in the pleading are not sufficient to establish  
15 personal jurisdiction, the Court may determine it is not limited to considering only the  
16 allegations of the complaint, but may also consider affidavits, oral testimony, and other evidence.  
17 ORCP 21 A provides, in part, that

18 **[i]f**, on a motion to dismiss asserting [lack of personal jurisdiction], the facts constituting  
19 such defenses do not appear on the face of the pleading and matters outside the pleading,  
20 including affidavits, declarations and other evidence, are presented to the court, all parties  
21 shall be given a reasonable opportunity to present affidavits, declarations and other  
22 evidence, and the court may determine the existence or nonexistence of the facts  
23 supporting such defense or may defer such determination until further discovery or until  
trial on the merits. (emphasis added).

22 Courts will liberally construe pleadings and affidavits in favor of jurisdiction. *Boyer v.*  
23 *Interstate Prod. Credit Ass'n*, 127 Or App 182, 186, 872 P2d 23 (1994). A party "may not rest

1 on conclusory allegations” but must prove specific facts showing that the requirements of ORCP  
2 4 have been met. *Showalter*, 112 Or App at 476. Due process requires minimum contacts  
3 between the defendant and the forum state such that the exercise of personal jurisdiction does not  
4 offend “traditional notions of fair play and substantial justice.” *Int’l Shoe Co.*, 326 US at 316  
5 (quoting *Milliken v. Meyer*, 311 US 457, 463, 61 S Ct 339, 85 L Ed 278 (1940)). The defendant’s  
6 “conduct and connection with the forum State” must be such that the defendant “should  
7 reasonably anticipate being haled into court there.” *World-Wide Volkswagen Corp.*, 444 US at  
8 297. The character and quality of contacts necessary to support jurisdiction depend on the nature  
9 of the controversy.

10 Plaintiff’s position is that the face of the complaint includes specific allegations which  
11 establish jurisdiction. However, Plaintiff’s reading of ORCP 21(A) permits the Court to allow  
12 discovery, and delay a determination to establish further evidence on personal jurisdiction. In  
13 the event there is any ambiguity, simply denying the motion and permitting Defendant to move  
14 for summary judgment later, would be a reasonable approach. In the meantime, Defendant has  
15 submitted highly conclusory declarations in an attempt to evade responsibility.

16 In contrast of Schiappacasse’s conclusory declarations, Plaintiff now offers the  
17 Declarations of David Vizzini and Shane Barnes. The declaration of David Vizzini establishes  
18 via text message communications that Ms. Schiappacasse coordinated with two individuals (Ms.  
19 Cindy Free, and Ms. Jean Gordon) in her attempt to recruit individuals associated with Mr.  
20 Vizzini to target Veritas. ¶ 2(a)–(e). It also establishes that Ms. Schiappacasse conducted  
21 business with Veritas, via Microsoft Teams calls, and became intimate enough with the business  
22 at a certain point that she considered investing and requested financials of Veritas. ¶5. Finally,  
23



Ms. Schiappacasse entered into a marketing agreement with a subsidiary of Veritas, which is also an LLC located in Oregon *Id. at* ¶ 3.

ORCP 4C

In *State ex rel. Advanced Dictating Supply, Inc. v. Dale*, In *State ex rel. Advanced Dictating Supply, Inc. v. Dale* the Oregon Supreme Court upheld jurisdiction over a nonresident defendant in a defamation action against the contention that there was no local act. 269 Or 242, 246–47, 524 P2d 1404 (1974). The Court held that when a defendant, located outside the State of Oregon, knowingly sends a false statement into Oregon, intending that it should be relied on to the injury of a resident of the Oregon, the defendant, for jurisdictional purposes, has acted within the State of Oregon. The present case is similar, and although much of the personal jurisdiction case law in the state has to do with widgets or tort assaults, the fundamentals of the Dale case are the fundamentals of this case. As alleged, Schiappacasse acted with intent that her statements would make their impact in Oregon, upon Veritas. She also coordinated her efforts for co-conspirators towards Ms. Free and Ms. Gordon, and the subject of her vendetta was an Oregonian.

ORCP 4(D)(1) and (D)(2)

Plaintiff has alleged a concrete and local injury. Although the above analysis under ORCP 4(C) is Plaintiff’s primary position, personal jurisdiction would also be satisfied under (4)(D) even were the action to be considered outside of the state. ORCP(4)(D) requires the establishment of two jurisdictional facts to authorize jurisdiction over a nonresident defendant: (1) the cause of action must claim an injury to person or property that occurred within this state, and (2) (a) “[s]olicitation or service activities were carried on within this state by or on behalf of the defendant” or (b) products, materials, or other things that the defendant put into the stream of

1 commerce were “used or consumed within this state in the ordinary course of trade.” Thus,  
2 ORCP(4)(D) calls for the establishment of two contacts between the defendant and the state:  
3 injury within the state caused by the defendant, and some additional contact, not necessarily  
4 related to the injury, as defined in ORCP 4 D(1) to (2). *Marvel v. Pennington GMC, Inc.*, 98 Or  
5 App 612, 616, 780 P2d 760 (1989). As in ORCP (4)(C), injury can be the consequence of either  
6 tortious activities or contractual activities. *Marvel*, 98 Or App at 615–16.

7 The declaration of David Vizzini establishes that on October 7<sup>th</sup>, 2021, Defendant  
8 Schiappacasse reached out to Ms. Gordon in an attempt to slander Mr. Vizzini and open up  
9 communication with Ms. Gordon to recruit her into her plan to undermine the president of  
10 Veritas. The contacts, tools, and the trip alleged all support a finding of personal jurisdiction  
11 under ORCP 4(D).

12 ORCP 4(L)

13 ORCP 4L is a catch all which states, “Notwithstanding a failure to satisfy the requirement  
14 of sections B through K of this rule, in any action where prosecution of the action against a  
15 defendant in this state is not inconsistent with the Constitution of this state or the Constitution of  
16 the United States.” In the event Veritas had filed its action in Texas, Defendant Cynthia Free  
17 would surely make the argument that personal jurisdiction was improper there. However, both  
18 individuals conspired jointly in the coordinated effort against Veritas, and at the behest of  
19 Defendant Schiappacasse. It would be a waste of the Courts’ time to force two trials in two  
20 different jurisdictions, particularly when, the complaint makes clear it’s theme that but for Ms.  
21 Schiappacasse the plot had no author. Between the two states, the action is most appropriately  
22 brought in Oregon, because that’s where the specific actions took place, that’s where the damage  
23

1 was done, and in the event of a successful determination, the Oregon courts have direct authority  
2 to Order the reversal of the Oregon Secretary of State registration.

3  
4 2. Standing is Proper

5 Defendant Schiappacasse's standing argument is short and flawed. It manages to achieve  
6 a trifecta of being flawed from a procedural, substantive, and equities perspective.

7 First, Schiappacasse's motion provides the Court with a citation to ORS 63.651(3) and  
8 argues that Veritas does not have standing because the statute says an administratively dissolved  
9 entity can only operate to wind up the business. Notably, and conveniently, Schiappacasse does  
10 not provide the Court with a citation or mention of ORS 63.654(3). That provision simply says  
11 that when there has been an administrative dissolution, the dissolved entity can apply for  
12 reinstatement, and the "limited liability company resumes carrying on the limited liability  
13 company's business as if the administrative dissolution had never occurred." *Emphasis added.*  
14 Here, Schiappacasse's argument gets the procedural rules wrong, and is in error on their  
15 substantive interpretation as well. Even if the argument was accepted at face value, that Veritas  
16 could only engage in lawsuits that were necessary to wind up the business, this lawsuit would not  
17 be prevented.

18 Moreover, the equities of this argument favor Veritas. The reason Veritas has not been  
19 able to re-register its Secretary of State registration is because of the efforts of both Defendants.  
20 Veritas General Counsel Shane Barnes has been unable to re-register the Veritas Allies LLC  
21 registration because of the Defendant's coordinated takeover of it. Barnes Declaration ¶8. The  
22 fact that Schiappacasse now argues that Veritas does not have standing because of the wrongful  
23

1 conduct that Schiappacasse coordinated, is a demonstration the bad faith that is brought in the  
2 current motion.

3  
4 3. Plaintiff is the Real Party In Interest

5 It appears that Schiappacasse's argument is that because she coordinated the wrongful  
6 takeover of Veritas Allies as a SOS business registration, that deprives Veritas Allies of  
7 responding to the wrongful conduct. This is akin to a thief stealing a purse, and claiming the  
8 victim doesn't have standing because they are not in possession of the purse.

9 Schiappacasse makes a second argument that Mr. Vizzini should be the real party in  
10 interest. Although Veritas does not deny that Schiappacasse's actions would also give rise to a  
11 separate cause of action for Mr. Vizzini, that is a lawsuit not at issue. A quick review of the  
12 damages allegations in the complaint demonstrates that the damages claimed, and the actions  
13 alleged, are actions against Veritas, and damages against Veritas. All relevant allegations  
14 indicate that Mr. Vizzini was acting as agent of Veritas. Paragraph 14 alleges, "Plaintiff's  
15 representatives attended the Conference for the purpose of making a positive impression on  
16 potential clients who attended the conference. Plaintiff's networking and business development  
17 efforts were intentionally thwarted by Defendant Schiappacasse's actions at the conference."  
18 Paragraph 15 similarly alleges the economic harm that befell Veritas was damage to existing  
19 clients and potential clients that Veritas was expecting to close at the conference.

20 4. The Ultimate Facts Have Been Sufficiently Pled

21 First, Veritas's complaint includes in its caption a claim for Defamation. This claim was  
22 originally included in the drafting of the lawsuit, and then was removed. Veritas has represented  
23 to counsel for Schiappacasse that the caption reference to defamation is a typo, and that Veritas

1 would remove it when appropriate and that at this time no claim for defamation is being made.  
2 To be clear, Counsel for Veritas agrees now, as it did on the conferral call, that in the event  
3 Plaintiff elects to add a claim for defamation, it will need to confer and/or move to amend.  
4 Counsel for Schiappacase found that to be sufficient for the conferral call but for some reason  
5 includes it in its motion.

6 Second, Schiappacase claims Veritas failed to plead the ultimate facts of an intentional  
7 interference claim, "...because no contracts have actually failed to renew as feared, nor are  
8 damages for potential clients recoverable". Schiappacase Motion Page 8, line 18-19.  
9 Schiappacase does not cite to any case that supports its argument that Plaintiff must specifically  
10 list the contracts that have been lost. Indeed, it would be counter intuitive for Veritas to include  
11 references in its public complaint that identify its business relationships, as they can be  
12 proprietary and confidential, especially so within the health care space.

13 Schiappacase cites to two cases in its motion, neither of which were reviewing a case on  
14 a motion to dismiss standard. The only case Schiappacasse cites to support its argument on the  
15 damages issue is *Benaron v. Simic*. No. 3:19-cv-01653-SB, 2021 US Dist LEXIS 186938, at \*23  
16 (D Or Sep. 29, 2021). The allegations in the Benaron case are vastly distinguishable from the  
17 present case. In Benaron, the plaintiff was a physician who was suing a former patient for a  
18 retaliatory course the defendant had committed himself to after receiving suboptimal care.  
19 Plaintiff's only allegations according to Magistrate Beckerman were as follows, "Plaintiff,  
20 however, asserts she has established that Defendant's actions caused her such fear that it  
21 interfered with her relationships with Landmark Health. Specifically, Plaintiff asserts  
22 Defendant's conduct caused her to second-guess her work, to fear having her work presented to  
23 the public, and to suffer depression such that she reduced her work hours to half-time." *Id.* In

1 response to the patient/Defendant’s motion for summary judgment, Judge Beckerman provided  
2 the following holding which is not relevant to the present case: “Oregon courts, however, have  
3 concluded the kind of stress or fear effect suffered by Plaintiff in this case is insufficient to  
4 satisfy the economic-injury requirement”. *Id at 23*. The *Benaron* case, and the various IIER  
5 cases discussed in the opinion all arose out of the employment context, and all involved  
6 plaintiff’s who sought recovery for stress or emotional interference caused by the purported  
7 wrongdoer.

8 This case is clearly different. Plaintiff has alleged the ultimate facts at issue here.  
9 Paragraph 15 states in relevant part, “...as a result of Defendant Schiappacasse’s actions, and  
10 upon information and belief, Plaintiff Veritas’ business relationships, prospective economic  
11 relationships, existing contracts, and potential contracts were lost or harmed.” From this  
12 paragraph, Schiappacasse has a perfectly clear roadmap on how it needs to litigate the case.  
13 Assuming Schiappacasse disagrees with the allegation, the questions to ask at discovery are  
14 abundantly clear. This is not a complaint where the defendant is left guessing where the  
15 damages are coming from. There is no requirement that the specific agreements be identified.  
16 On page 4, of Exhibit 1 to the Vizzini declaration, Mr. Vizzini has included a text message from  
17 defendant Schiappacasse to Jean Gordon, whereby Ms. Schiappacasse clearly references the  
18 numerous individuals she is in contact with regarding the claim. Which contracts have cancelled  
19 due to Ms. Schiappacasse’s outreaches are for specification during the discovery of the matter, as  
20 is Plaintiff’s right.

21 5. ORS 20.105 and Conclusion  
22  
23

1 In its 5<sup>th</sup> argument in its motion to dismiss, Schiappacasse argues, “Veritas has no  
2 reasonable basis—objectively or otherwise—to assert the claims and apparently conducted no  
3 diligence on what was required to properly assert its claims.” In the spirit of it being better to  
4 show than tell, Plaintiff invites the Court to review Exhibit 1 to Mr. Vizzini’s declaration. The  
5 exhibit contains the express text messages of Ms. Schiappacasse to Ms. Jean Gordon. If we  
6 zoom out for a moment, the complaint alleges Ms. Schiappacasse reached out to Mr. Vizzini’s  
7 ex-wife in an attempt to recruit her into an effort to sabotage Mr. Vizzini’s business Veritas  
8 Allies. While on the one hand Ms. Schiappacasse argues that there is no objective merit for  
9 these allegations, Plaintiff is already in possession of Ms. Schiappacasse’s communications to  
10 Ms. Gordon where she was attempting to do the exact same thing alleged in the complaint, and  
11 even alludes to her ongoing conspiracy with Ms. Free to take Veritas Allies down. The  
12 communications are directly on point, and confirm most of the allegations in the complaint, and  
13 the fact that the SOS registration was ultimately amended by Ms. Free is corroboration that the  
14 plan moved from theory to practice.

15  
16  
17  
18 Dated this 7<sup>th</sup> day of December, 2021.

19 ENGRAV LAW OFFICE, LLP

20 By: /s/ Grant T. Engrav  
21 Grant T. Engrav, OSB No. 133517  
22 Of Attorneys for Plaintiff

23 Trial Attorney: Grant T. Engrav  
OSB No. 133517

1 I hereby certify that on 3/7/2022, I served the preceding response to Defendant Schiappacasse's  
2 motion to dismiss (Case Number 21CV47955) on:

3 Attorneys for Heather Schiappacasse  
4 Seth Tangman and Theodore E. James III  
[moe@slindenelson.com](mailto:moe@slindenelson.com)  
[ted@slindenelson.com](mailto:ted@slindenelson.com)

5 and

6 Attorneys for Defendant Cynthia Free  
7 Peter Hicks and Daniel Sharp  
[Peter.hicks@jordanramis.com](mailto:Peter.hicks@jordanramis.com)  
[Daniel.sharp@jordanramis.com](mailto:Daniel.sharp@jordanramis.com)

8  
9 \_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, ordinary first-class mail,  
10 addressed to each attorney's last known address and depositing in the U.S. mail at Portland,  
Oregon on the date set forth above;

11 \_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, certified mail, return  
12 receipt requested, addressed to each attorney's last-known address and depositing in the U.S.  
mail at Portland, Oregon on the date set forth above;

13 \_\_\_By causing a true and correct copy thereof to be hand-delivered to the above-mentioned  
attorney's last known office address on the date set forth above;

14 \_\_\_By faxing a true and correct copy thereof to each attorney at each attorney's last known  
15 facsimile number on the date set forth above. At the time of service the attorney maintained a  
16 facsimile device at the attorney's office and the device was working at the time of service.  
Attached to this Certificate of Service is a printed confirmation of receipt of the message  
generated by my office's facsimile transmitting machine.

17 X By emailing a true and correct copy thereof to each attorney at each attorney's email address.  
18 Prior to service, the attorney's had agreed in writing to accept service via email.

19 Dated this 7th day of March 2022.

20  
21 By /s/ Grant T. Engrav  
22 Grant T. Engrav, OSB No.133517  
23 Of Attorneys for Veritas Allies LLC





IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

6		)	Case No. 21CV47955
7	VERITAS ALLIES LLC, an Oregon	)	
8	Limited Liability Company,	)	DECLARATION OF SHANE BARNES
9		)	IN RESPONSE TO DEFENDANT
10	Plaintiff,	)	SHIAPPACASSE'S MOTION TO
11		)	DISMISS
12	v.	)	
13		)	
14	CYNTHIA FREE; an individual; and	)	
15	HEATHER SCHIAPPACASSE	)	
16	_____	)	
17		)	
18	Defendants.	)	
19		)	
20		)	
21		)	
22		)	
23		)	

I, Shane Barnes, declare the following to be true based on my personal knowledge under penalty of perjury.

1. At all times relevant to the allegations in the underlying complaint, I have been employed as general counsel to Veritas Allies, LLC. ("Veritas").
2. Prior to the Self-Insurance Institute of America ("SIIA") conference, which was held in Austin, Texas in October of 2021, Ms. Schiappacasse and other members of her company held an online meeting with me and several members of our staff, to discuss various business opportunities and meetings that Ms, Schiappacasse was helping to arrange.

- 1           3. One of the reasons that I and several of my coworkers travelled to Texas in October of  
2           2021, was to meet with the potential clients that Ms. Schiappacasse was introducing us to.  
3           4. At the SIIA conference in October 2021, Ms. Schiappacasse cancelled the meetings that  
4           she had arranged for Veritas.  
5           5. Ms. Schiappacasse informed me that she intended to destroy Veritas and its CEO, David  
6           Vizzini.  
7           6. I was approached by one of our largest clients at the SIIA conference who informed me  
8           that Ms. Schiappacasse had attempted to get her to cancel her business with Veritas.  
9           7. On or about October of 2021, I learned that the Veritas Registration had been appropriated.  
10          8. Since that date, I have attempted to reinstate our business registration, and have  
11          communicated with the Oregon Secretary of State. I have been informed that because Ms.  
12          Cynthia Free registered the Veritas Allies, LLC name, at this time, there is nothing that  
13          Veritas can do to reclaim our registration.

14  
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16  
17       **I DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY**  
18       **KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS**  
19       **EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.**  
20  
21  
22  
23

By:

DocuSigned by:  
*Shane Barnes*  
60A5FA70F041FE...  
Shane Barnes  
3/14/2022 (Date)

**ENGRAV LAW OFFICE, LLP**  
1500 SW FIRST AVENUE, SUITE 1170  
PORTLAND, OR 97201  
TELEPHONE: (971) 339-2741  
FAX: (971) 275-1218  
EMAIL: [Grant@engravlawoffice.com](mailto:Grant@engravlawoffice.com)

1 another conference about his relationship with Heather because industry friends had told  
2 me they were in a romantic relationship. Not that it's any of my business, but David and I  
3 are very open and honest with one another, and we talk about things that are going on in  
4 our lives. He told me then that they were not "dating", however she told me they were.  
5 When we all went to lunch together. Fast forward to the SIIA conference, she lured me  
6 into a meeting under false pretenses and then continued to carry on about how much she  
7 needed me to help her get him back. I told her I was not interested in helping her do  
8 anything and our relationship pretty much ended as abruptly as it began.

- 9 2. In another instance, I was speaking with a friend who is no longer in our industry. She  
10 told me David is a "piece of shit" and that I shouldn't do business with him. I told her  
11 that she had her opinion and that if she was basing it off anything Heather had told her, it  
12 wasn't true. I went on to tell her how he had been helping me to grow my business and  
13 she admitted that Heather had spoken ill of her in the past.
- 14 3. Then, there's this year's SIIA conference. All the "friends" I've had all these years who  
15 are also friends of Heather's were very distant and strange towards me. It wasn't until  
16 they learned my brother-in-law was in critical condition and that I had to get home early  
17 that they started treating me like they have in the past. And, again at this conference,  
18 Heather stalked us as if we were her prey. I don't know if it was coincidence or just bad  
19 luck, but she was even at the same restaurant we were at the first night.
- 20 4. I also understand she was bad-mouthing me to one of David's associates at the  
21 conference last year. That resulted in him stopping her and telling her she didn't need to  
22 talk about me and that she was the only person who was acting inappropriately at that  
23 conference. If I remember correctly, she told him I am a trainwreck and don't know what

1 I'm doing in my business. I have single-handedly built my business into a profitable  
2 company and anyone who knows me knows I am the opposite of a trainwreck. I have a  
3 very good reputation in the industry and always have. Until September of last year, I had  
4 never personally met this woman. I had been on Zoom calls that included her, during the  
5 pandemic, and she was very vulgar. There are some things a lady shouldn't say and some  
6 of the things she was spewing were so distasteful that it put a bad taste in my mouth prior  
7 to even the in-person meeting.

- 8 5. As a normal practice in our industry word of mouth can make or break you. Especially when  
9 you're at a conference where you're looking to connect with potential clients. Heather's  
10 malicious intent to keep Veritas from meeting with people is just one of those such situations.  
11 She had multiple meetings set up for the Veritas team to connect with potential clients and  
12 cancelled them all when she realized she was getting nowhere in her efforts to extort David. I  
13 hate to think about how much revenue they lost because of that charade. While it shouldn't  
14 have, the comments made by Heather also made me start to question my relationship with  
15 Veritas. David and his team are my friends, but I have to continue to remain objective when  
16 making decisions about my company. For that reason, I changed the way we were handling  
17 the processing of our claims. Rather than sending "one-off" Ad Hoc claims where Veritas  
18 was making 15% of savings, I opted to take the safer route of moving my accounts to a per  
19 employee per month model. This move ended up costing Veritas several hundred thousand  
20 dollars per year (approximately \$175,000 to \$225,000) and it cost me a pretty penny as well  
21 since I was receiving a commission from them.

22 **I DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY**  
23 **KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS**

1 **EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.**

2

3 Dated this 5<sup>th</sup> day of April 2023

4

5 By:   
6 Mary Beth Donalson  
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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

6	VERITAS ALLIES LLC, an Oregon	)	Case No. 21CV47955
7	Limited Liability Company,	)	
8	Plaintiff,	)	DECLARATION OF DAVID VIZZINI IN
9	v.	)	RESPONSE TO DEFENDANT
10	CYNTHIA FREE; an individual; and	)	SHIAPPACASSE'S MOTION TO
11	HEATHER SCHIAPPACASSE	)	DISMISS
12	Defendants.	)	
13		)	
14		)	

I, David Vizzini, declare the following to be true based on my personal knowledge under penalty of perjury.

1. I am, and at all times relevant to the allegations in the underlying lawsuit, have been the CEO of Veritas Allies LLC.
2. Attached as Exhibit 1, are messages sent by Defendant Heather Schiappacasse to Jean Gordon. At all relevant times, Ms. Gordon was a resident of Oregon, residing in Oregon. On or around October 2021, Ms. Gordon informed me that Ms. Schiappacasse had reached out to her, and tried to solicit her involvement with a plan to harm Veritas

1 Allies LLC and myself. I learned of the actual taking over of the Secretary of State  
2 registration from Ms. Gordon.

3 a. On page 1 of Exhibit 1, Ms. Schiappacasse says, “Cindy and I are collaborating  
4 on how to how to take the veritas name national.” Defendant Cynthia Free  
5 (Cindy) is my former spouse. At all relevant times Ms. Cindy Free, to the best  
6 of my knowledge, has been a resident of Oregon, residing in Oregon.

7 b. On page 2 of Exhibit 1, Ms. Schiappacasse discusses her potential investment  
8 in Veritas Allies LLC.

9 c. On page 2 of Exhibit 1, Ms. Schiappacasse is discussing her conversations with  
10 allegations Ms. Cindy Free made against Veritas Allies LLC.

11 d. On Page 3 of Exhibit 1, Ms. Schiappacasse says, “I’ll deal with David when I  
12 see him in Vegas and through business.”

13 e. On page 4, of Exhibit 1, Ms. Schiappacasse discusses the numerous individuals  
14 she has been in contact with on LinkedIn and phone calls she “received.”

15 3. On or around 2020, a subsidiary of Veritas Allies, doing business in Oregon, entered  
16 into a marketing agreement with Ms. Schiappacasse relating to marketing service for  
17 Ms. Schiappacasse’s entity to perform for Veritas and its subsidiary, procuring sales  
18 which would execute in Oregon. (General description).

19 4. Over the previous two years, Ms. Schiappacasse has been a part of several Microsoft  
20 Teams calls with myself, and the various members and employees of Vertias Allies  
21 LLC.



1           5. On around August to September of 2021, Ms. Schiappacasse requested the financial  
2           statements for Veritas Allies LLC. My understanding was that she made the request to  
3           evaluate potential investment from herself or her business partners.  
4

5           **I DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY**  
6           **KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS**  
7           **EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.**

8           By:

DocuSigned by:  
  
BDF82FEED845488  
David Vizzini  
3/14/2022 (Date)

Exhibit 1

100

He's crazy

Cindy and I are collaborating  
on how to take the veritas  
name National

And maybe start a website  
to warn women about men  
like this



Then i piqued his interest when i said we "might invest" then he came back

I'm spiraling a bit... i don't know why.  
Things like this typically don't bother me like this.

David told me they have one month of payroll available & he was thinking of letting Sherry & Dave Cardwell go because he wasn't taking a pay cut

Cindy has evidence of David moving \$400k over the last two years from the business account to his personal accounts

**Exhibit 1**

He's going to gaslight you.

Everything he says is a lie

He needs someone to fund  
the new house in a year

You have my text messages.  
All written by him, from your  
bed - that's really all you

I have to step back from all  
of this.

It's consuming my life and i  
dont want that... 4 weeks  
ago i was really happy and  
falling in love with a person i  
was super close friends with

It's effecting my work and  
peace of mind.

I'll deal with David when i  
see him in Vegas and  
through business

Exhibit 1

100 I'm sorry. I really am.

Im a builder and a nurturer... i connect on every level

I'm embarrassed too-  
EVERYONE saw this play out  
at conferences.

My friends, colleagues - he  
met my partners and my  
boss

Ughh -

I can't tell you how many  
calls I've gotten from people  
and how many people hit me  
up on LinkedIn over this.

He really has screwed with  
SO many people



+1 (313) 614-9018 >

Plus in KC when David was  
walking away from me to  
catch his flight, he said "i  
love you, call you when i get  
back" in front of everyone

*Counsel for Plaintiff*

VERITAS ALLIES LLC, an Oregon  
Limited Liability Company,  
  
Plaintiff,  
  
v.  
  
CYNTHIA FREE; an individual; and  
HEATHER SCHIAPPACASSE, an  
individual,  
  
Defendants.

Case No. 3:22-cv-00903-YY  
  
DECLARATION OF SHANE BARNES  
IN RESPONSE TO DEFENDANT  
SHIAPPACASSE’S MOTION FOR  
SUMMARY JUDGMENT

1. At all times relevant to the allegations in the underlying complaint, I have been employed as general counsel of Veritas Allies, LLC. (“Veritas”).
2. As of the date of drafting this Declaration, my coworkers and I have spent approximately 240 hours of combined worktime in relation to the underlying complaint – these hours amount to \$30,400.00 in costs to Veritas in employee wages.



- 1           3. Since the date of filing the underlying complaint, I made several attempts to reinstate the  
2           registration of Veritas Allies, LLC. My attempts failed because the business remained  
3           registered in the name of Cynthia Free until June of 2022. The failed reinstatement attempts  
4           cost \$200.00 and were nonrefundable.
- 5           4. Due to misrepresentations made by Ms. Schiappacasse during and immediately after the  
6           Self-Insurance Institute of America (“SIIA”) conference, which was held in Austin, Texas  
7           in October of 2021, one of our largest clients, Mary Beth Donalson of Diversified Benefit  
8           Administrators canceled a line of business previously being performed by Veritas Allies,  
9           resulting in financial losses of approximately \$226,773.12.
- 10          5. Ms. Schiappacasse was also in contact with another of Veritas Allies largest clients at  
11          Leading Edge Administrators (“LEA”). LEA terminated its business with Veritas soon  
12          after having contact with Ms. Schiappacasse, despite having just signed a fourteen-month  
13          contract extension. The loss of business with LEA cost Veritas approximately \$387,200.00  
14          in lost revenue.

15

16       **I DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY**  
17       **KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS**  
18       **EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.**

19

20       DocuSigned by:  
21       By: Shane Barnes  
22       5CAE5FA70F044FE...  
23       Shane Barnes

Dated: 4/5/2023

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

	)	Case No. 21CV47955
VERITAS ALLIES LLC., an Oregon	)	
Limited Liability Company,	)	ORDER DENYING DEFENDANT
	)	SCHIAPPACASSE'S MOTION TO
Plaintiff,	)	DISMISS
	)	
v.	)	
	)	
CYNTHIA FREE; an individual; and	)	
HEATHER SCHIAPPACASSE	)	
	)	
Defendants.	)	
<hr/>	)	

This matter came before the Hon. Jenna R. Plank for hearing on Defendant Heather Schiappacasse's ("Defendant") ORCP 21 Motions—comprised of Defendant's 1<sup>st</sup> motion (Personal Jurisdiction), Defendant's 2<sup>nd</sup> motion (Lack of Standing), Defendant's 3<sup>rd</sup> motion (Real Party in Interest), and Defendant's 4<sup>th</sup> motion (Failure to State a Claim)—against Plaintiff's Complaint in the above-captioned matter.

On June 3, 2022, this Court heard oral argument. Defendant appeared by and through her counsel, Keith A. Pitt and Theodore E. James. Plaintiff appeared by and through its counsel, Grant T. Engrav. Having reviewed the Court record and the parties' briefing and heard oral argument,

IT IS THEREFORE ORDERED that Defendant Schiappacasse's 1<sup>st</sup> motion (Personal Jurisdiction), and 4<sup>th</sup> motion (Failure to State a Claim) are denied. The Court took no action



1 and makes no present rulings in response to Defendant's 2<sup>nd</sup> and 3<sup>rd</sup> motions (Standing and Real  
2 Party in Interest).

6/16/2022 2:19:27 PM



Circuit Court Judge Jenna R. Plank

5 Dated: 06/08/2022

By /s/Grant T. Engrav

Grant Engrav, OSB No. #133517

Of Attorneys for Plaintiff

8 Dated: 06/08/2022

By /s/ Keith A. Pitt

Keith Pitt, OSB No. #973725

Of Attorneys for Defendant Heather

Schiappacasse

**CERTIFICATE OF READINESS UNDER UTCR 5.100**

I certify this proposed judgment or order is ready for judicial signature because:

1. ☒ Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
2. ☐ Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
3. ☐ I have served a copy of this order or judgment on each party entitled to service and:
  - ☐ No objection has been served on me.
  - ☐ I received objections that I could not resolve with a party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
  - ☐ After conferring about objections, [role and name of objecting party] agreed to independently file any remaining objection.
4. ☐ Service is not required pursuant to subsection of this rule, or by statute, rule, or otherwise.
5. ☐ This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (5) of this rule.
6. ☐ Other: \_\_\_\_\_.

Dated this 8<sup>th</sup> day of June 2022.

By: /s/ Grant Engrav  
 Grant Engrav, OSB No. 133517  
 Of Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that on **June 8<sup>th</sup>, 2022**, I served the preceding **STIPULATED LIMITED JUDGMENT OF DISMISSAL WITH PREJUDICE** (Case Number 21CV47955) on:

**Attorneys for Defendant Heather Schiappacasse**

Phil Nelson, Keith Pitt, and Theodore James III

[phil@slindenelson.com](mailto:phil@slindenelson.com)

[keith@slindenelson.com](mailto:keith@slindenelson.com)

[ted@slindenelson.com](mailto:ted@slindenelson.com)

\_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, ordinary first-class mail, addressed to each attorney's last known address and depositing in the U.S. mail at Portland, Oregon on the date set forth above;

\_\_\_By mailing a true and correct copy thereof by U.S. Postal Service, certified mail, return receipt requested, addressed to each attorney's last-known address and depositing in the U.S. mail at Portland, Oregon on the date set forth above;

\_\_\_By causing a true and correct copy thereof to be hand-delivered to the above-mentioned attorney's last known office address on the date set forth above;

\_\_\_By faxing a true and correct copy thereof to each attorney at each attorney's last known facsimile number on the date set forth above. At the time of service, the attorney maintained a facsimile device at the attorney's office and the device was working at the time of service. Attached to this Certificate of Service is a printed confirmation of receipt of the message generated by my office's facsimile transmitting machine.

X By emailing a true and correct copy thereof to each attorney at each attorney's email address. Prior to service, the attorney's had agreed in writing to accept service via email.

Dated this 8<sup>th</sup> day of June 2022.

By: /s/Grant Engrav  
Grant Engrav, OSB No. 133517  
Of Attorneys for Plaintiff

2021-10-08 17:32:44

I'll send you everything

He's gaslighting you.

They called my office again and I've been instructed not to have contact with anyone

2021-10-08 17:38:49

Appreciate it.

Ask to see his phone - 8/15, 9/28

He's between 6/8 inches long, thick and curves up

2021-10-08 17:43:20

Do you have the texts ?

2021-10-08 17:43:41

The one you read me? On 9.28

I do

Schiappacasse000328

2021-10-08 17:44:36

Can you send that one?

Do you know about his fourth marriage and son?

2021-10-08 17:46:14

??

2021-10-08 17:46:20

Where is his son?

I really want you to talk to Cindy Free

I'm worried for my job if i send them to you and he calls my headquarters again

2021-10-08 17:48:58

Do what you think is ok but you already sent the pics.

2021-10-08 17:49:11

Where is his son?

He's in his late 20s from his first marriage, i found that out later



Looking forward to dinner ... and all the many opportunities ahead. Most importantly, I thankful to have you in my life. My circle is big in terms of my network ... but my circle is small for those whom I share the most intimate bits and pieces of my life. I have known this about you for some time, and this is represented in my behavior/actions, that I have always been drawn to you. And that became even more visible as I returned from these recent trips and sitting around and talking to my daughters about my time with you. As we talked about on this last trip, I know you will be a big part of my life for as long as I'm exchanging air in these lungs. What gets really cool and spooky is that I have three amazing people in my life who I have a deep relationship. None are from Dallas, but I met all while they were in Dallas. Brandon Slay, Greg Rudisill, and yes you, Heather. There is no coincidence to that ... and you three have shared my everything and there is nothing I wouldn't do for you. It's hard to say what the future holds, but I know our foundation to be strong and I'm thankful for every experience we will share. I have much love for you, Heather!

2021-10-08 17:55:20

Thank you....where does his son live? Is there more on the 28th...the ones that were more intimate?

Are you showing these to him? I can get fired for this

2021-10-08 17:58:37

No, I'm not with him right now



2021-10-08 17:58:53

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I'm not going to send them to him

Yes, there was a marriage before Jillian and they had a son, Dave denied he was his, paternity proved wrong

2021-10-08 18:02:12

Where does he live?

2021-10-08 18:02:26

I'm California?

2021-10-08 18:02:30

In

Im not sure. Cindy know

All of this blew me away, too.  
Makes me very sad and i feel like a sucker

This month has been very difficult for me, it's made me physically ill

Now he's getting my work involved

**Schiappacasse000332**



2021-10-08 18:05:20

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Take care of yourself. Can you send the text where he talks about being intoxicating to him ?

**Schiappacasse000333**

I only have the utmost respect and best things to say about you. In my perfect world I want a partner and crime to go conquer the world ... intimacy, travel, my kiddos, community, work, etc... You very much fit in that bucket, and certainly the distance is likely the biggest obstacle. We would be having a very different experience if we lived in proximity to each other. This I know. I have no regret, only love, for inviting you into my personal life.... People have recognized my smile, happiness and energy which is not mistakable given I wear everything on my sleeve. You are a person I have already shared my successes and failures and it feels good. I'm also a good listener and I don't want anything to be forced and as I shared the other afternoon laying in bed, I often feel bad because I'm often the servant looking after folks and right now I'm dealing with my shit. I'm often bad at asking for help, as I want to be the one helping. And so I sit here, as I always have since knowing you, being a big fan of all you have done and what you are doing moving forward. You are an amazing lady, Heather. I try not to respond to some of your messages like I shared the other day, because I don't want anything getting lost in translation. You had the most beautiful things to say this morning and as a man of two daughters I have to respect your wishes and desires. Nevertheless, I'm not one to hold back my heart and share with you how amazing I feel when we are together and how much of a friend I consider you ahead of all else. Hell, I flew all around the country just to spend time with you...yes, YOU. It didn't matter if we were trying to steal a golf cart, do outdoor yoga or talking shop. Yes, I do love our dance. And I also respect you decision if this doesn't work and you want something different. I remember sharing a story with you about a lady I dated in Bend, Oregon (3 hours away) ... Not too far at all, but it prevented us from really achieving what we wanted. Us both desiring such intimacy the distance makes it hard ... especially when 50% of my

**Schiappacasse000334**

To be clear...I've been chasing you for awhile...it would be an understatement to say I desire you. But I put our friendship ahead of anything ... My friends will tell you the same thing, my desire is for your utmost happiness. If that's not me, I'm not offended ... it sucks, but there is a greater good in life, as my dear friend Brandon Slay reminds me. Again, I hope you don't distance yourself from me, Heather. Text'n is obviously not the best way to listen and understand what is going on. And it



And perhaps you don't know me that well...I've ALWAYS GIVEN MORE THAN I HAVE RECEIVED. Be it Tim Guzinski, old business partners, anyone and everyone I associate with. I've NEVER wronged anybody in my entire life...never done anyone wrong, never been sued...and have always honored my word. I've never cheated on a woman in my entire life and that's something I say proudly. Not even when my ex-wives cheated. I'm as solid as they come. The only thing I'm guilty of as many tell me lately is I don't sometimes stick up for myself. Such is true with this house I'm trying to buy. The lady wants more time because her husband died and such and I'm trying to find ways to do that, but then that has my daughters and I couch surfing. Everyone is telling to say FUCK that...she has to go...that's what you agreed to and you need to take over the house, but I can be a bit of a softy like that. I took all the debt from previous relationships and just rebuilt. But as it relates to you and I ... beyond a shadow of doubt, I will only be your best friend, advocate and positive addition to your life. And ya, that means still climbing that mountain with you if it's appropriate. I have always done what I say I'm going to do unless it is not physically, financially or logistically possible.

I don't want to suggest Facebook being a trusted source for information other than if you have even taken a slight gander at my media you will see I'm 100% about family, my daughters, friendship and community. Despite my temporary season of difficulty, I walk through life thankful and happy and spreading much joy in other people's lives. I'm a happy and good person. Again, please don't distance yourself.

9/28

They are going to call my company again

You really should talk to cindy

2021-10-08 18:13:12

I'll be honest it all feels so pathetic and toxic I prefer not to entangle myself any further. He is humorous - he's got his 'narrative' that's for sure.

2021-10-08 18:13:47

I'm guessing you don't feel comfortable about the other text and that's ok.

2021-10-08 18:14:24

Take care of yourself - my guess is he won't want all of this to come out

I'm scared of him.

He's going to blow this up

I didn't want any of this to happen. I love my life and i thought this was going to be the start of something really cool and great with someone I've known for a long time

**Schiappacasse000337**

2021-10-08 18:15:57

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Blow what up?

My career

He's going to try at least

2021-10-08 18:17:42

What did you send him for him to write the text on the 28th?

Keep everything. These texts tell a different story

I broke up with him

2021-10-08 18:18:23

Can you send that text?

**Schiappacasse000338**

= word salad to me.

This is what i wanted:

You came to me wanting to dive into something personal with me. I was very open to it this time because I'm ready to partner with someone personally after a long long time of being alone.

I was open to building a deeper personal connection with you - i really wanted that with you, because i wanted it before.

Personal - thats what i want right now. But it's taken on more of a business setting and that's not what i want.

I'm very protective of my book, most of them are like my family.

You've infiltrated that, it's my fault, i let you. So i let the business take over without getting what i need or wanted.

So, I've passed Veritas to Jim to run with. We can still be friendly, I'll never say a bad thing about you, but I'm looking to build a strong relationship with someone who wants me just as much as i want them And i don't think that is you



2021-10-08 18:23:18

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Seems like a really thoughtful note. I'm sorry. I know you care. He's not worth it. I'd let him go and protect yourself by not sending him another thing. Go completely quiet.

If he asks tell him i sent these yesterday, please

2021-10-08 18:24:14

I will but I'm not saying anything anymore

2021-10-08 18:24:25

There's nothing to say

To him?

Me either...I'll never talk to him again

Hell, it's going to take me another three years to date after this one

2021-10-08 18:27:44

Get out there! Lots a guys! Slow and steady brings out the nice guys!

Oh i will. I just joined the Dallas Cowboys social club



Schiappacasse000340



2021-10-08 18:30:43

Emphasized "Oh i will. I just joined the Dallas Cowboys social club 😊"

2021-10-08 18:30:50

Btw....thank you!

You're welcome. I'm sorry, too. I really wanted you to be safe. This was not malicious at all

2021-10-08 18:33:06

I don't take it as such. You shared truth with me. That's all I needed.

He targets women with money - i think deep down he hates women because of his mom  
If that's even the truth

2021-10-08 18:34:35

I've never shared my finances with him. Out of caution. Funny enough, I'm not sad. More relieved.

They wrote a letter to my company saying i was "disgustingly drunk" "assaulting people" and had to be "walked out" by David

2021-10-08 18:34:54

I hate liars.

Schiappacasse000341

Me too, nothing worse... nothing

And he literally lies about everything

Is he staying at your house tonight?!

2021-10-08 18:37:01

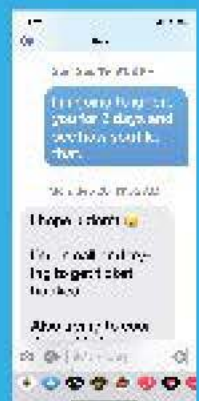
Once I know, I'm calmly done. For good.

I used to be like that... this one FREAKED me out

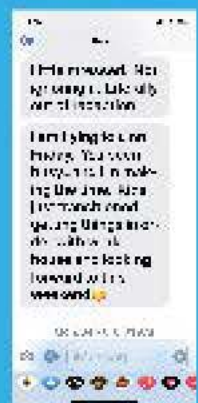
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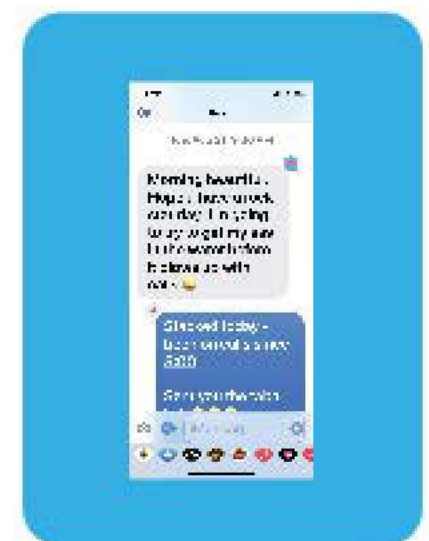
Liked "I used to be like that... this one FREAKED me out"

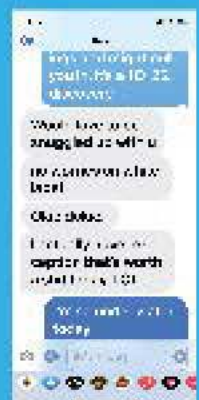
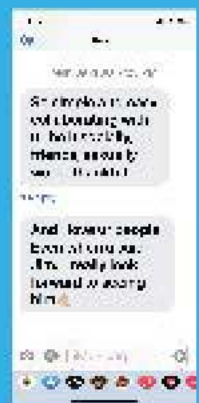
Watch Dirty John on Netflix



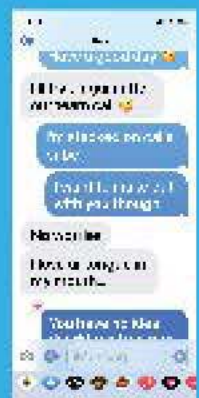
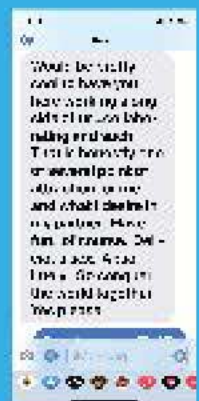
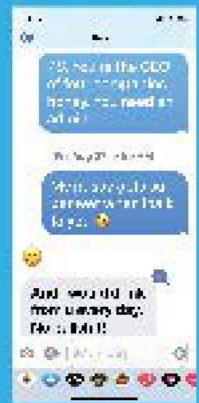
Schiappacasse000342

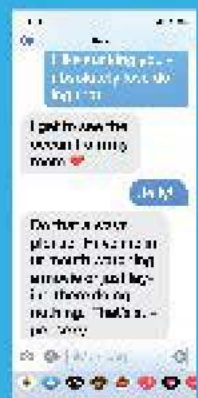
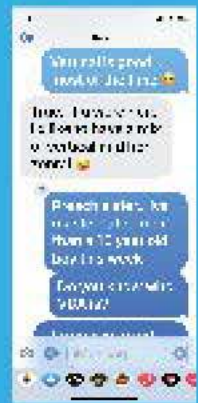




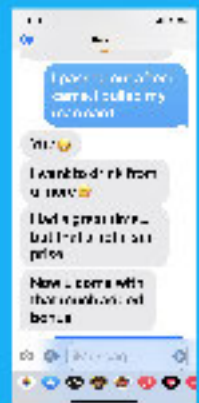
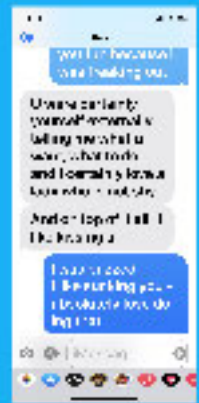












That's everything

2021-10-08 19:44:41

He's pathetic. Thank you.

Please just don't let him know i sent these today

2021-10-08 19:45:42

I won't

Dauids son live in  
Oregon

sy e yates



2021-10-08 21:27:37

Crazy, how did she find out?

Dauids sister

**Schiappacasse000350**

2021-10-08 21:28:44

Really....and David still denies it? He and his mom were married and David doesn't acknowledge him?

2021-10-08 21:29:27

This has all been a lot today.

He didn't leave his son until he was around 2 years old.

David told Cindy Syes mom was "crazy"

Cindy found most of this out after she left Dave

He lied to Cindy about his son

2021-10-08 21:31:23

He was with the baby until 2 years old? Do you know how long they were married?

He lied to her on their first date about his ex wives

2021-10-08 21:31:54

?

2021-10-08 21:32:08

He told her he only had 2?

Yes

Schiappacasse000351

There is another woman here dated Justine and she's scared for her life of Dave

2021-10-08 21:33:10

?

2021-10-08 21:33:40

Why scared for her life?

2021-10-08 21:34:13

I've never felt threatened by David?

Where are Dave & the girls right now

2021-10-08 21:34:46

Not with me

Cindy was definitely threatened by David.... She went through a lot

2021-10-08 21:35:35

Physically?

Yes

2021-10-08 21:35:47

He physically hurt her?

Schiappacasse000352

I'm talking to Cindy now.

Do you want to hop in this call.

2021-10-08 21:37:55

Honestly, I don't. It's all a bit too much. I appreciate the heads up and truth from you today. It was helpful. This won't go back to him. I'm done.

Ok.  
Take care of yourself, stay strong

2021-10-08 21:39:14

You too.

2021-10-08 21:44:44

Do you know the address of his new house?

2021-10-08 21:45:49

I don't have the address.

2021-10-08 21:45:54

Why?

I was wondering if it went in his name or too, or just Quinns

**Schiappacasse000353**

2021-10-08 21:46:51

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Not sure

We were talking about eventually selling my house here in Dallas & buying a place in Cabo together

2021-10-09 21:24:16

Would he disappear for days on you with no response?

2021-10-09 21:30:41

No, never

So weird, when he would be with me for all those days... what would he tell you?

2021-10-09 21:33:33

I know it's hard but you need to let him go. It will be healthier.

It is, I've got texts from him going back to 2019, courting me.

I'm just not sure why he would do this to me while he was dating you

**Schiappacasse000354**

2021-10-09 21:39:29

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I've handled it on my end. I'll be honest I don't want to talk about it anymore. Sorry. I do appreciate you letting me know. From woman to woman ....never let a man steal your power. It's on him, not us.

You're ~~100~~ right... I'm letting past trauma dictate this scenario

2021-10-12 12:07:26

I'm happy to say, I'm STD free.

Never thought i would have to say that in my life.

2021-10-12 12:16:30

Lol...thank you for letting me know. (Funny but not funny.)

Right? I'm too old for this shit... I'm going back to old guys (Smile)

Take care of you. Thanks for helping me ♥

If you ever get to Dallas... I'll take you to the Cowboys Club.... Lotsa really good guys there. And football players 😊

2021-10-12 12:21:04

Page 29 of 92

Thank you for letting me know. The texts were really helpful (though painful) for me. Took courage. We women have got to stick together. It's on them not us. (....and I have my eye on someone 😊.) 🙋❤️

I'll always have women's backs when it comes to this crap. We've come too far too be subjected to this.

I'm reading ALL the books narcissistic sociopathy now.

It was painful to know how much he lied about to me, too.

But honestly? I never had a great gut feeling about him. Which is why it took me years to say yes to him

2021-10-12 12:27:58

Emphasized "I'll always have women's backs when it comes to this crap. We've come too far too be subjected to this.

I'm reading ALL the books narcissistic sociopathy now."

2021-10-12 12:28:47

We have to trust our gut/intuition....you validated a gut feeling I had too.

2021-10-12 12:30:08

I don't think you'll be hearing from them again.

Schiappacasse000356



2021-10-12 12:30:14

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(Legally)

I'll be seeing him soon enough at the next conference, should be interesting.

Since I'm going to bury his company

This is the best part, his company LLC is inactive.

When my consulting company was looking at possibly signing them on, i had to go through the sanction and debarment check.

It came back inactive as of 8/2021

With the \$400K he owes his investors & the one month of payroll he's got in his accounts, he was getting desperate- which is where i was "supposed" to come in.

I was the short game, you were the long game.

He's decent in bed, but not half a mil in bed

2021-10-12 12:40:50

Lol...You are funny! His LLC is inactive as of 8/2021?  
Can't an LLC stay active even if they've run out of money? What would make it inactive?

Its dissolved according to the v state of Oregon

**Schiappacasse000357**

2021-10-12 12:42:17

I was very careful about my money....glad you were too.

2021-10-12 12:42:23

Why?

2021-10-12 12:42:26

I wonder

I'm thinking because they didn't keep the license active.

Which is weird, because he just rebranded everything under Veritas

2021-10-12 12:43:07

Women also need their own money....it's so important to our Freedom, whether or not we're with someone

2021-10-12 12:43:42

Do you think he knows it's inactive?

Exactly... I've worked hard for every penny i have

2021-10-12 12:43:48

It is weird

2021-10-12 12:43:53

Me too!

2021-10-12 12:44:22

I never told him how much I made or had. He would



Me either, he just assumes i make a lot because of how i live.

He kept talking about me moving to OR though, he needs some one to pay for that house

He's also under investigation for unemployment fraud

Then i found out about you & the gloves came off.... I called Cindy and found out EVERYTHING.

Except the gay thing, that just happily fell in my lap

2021-10-12 12:50:46

The entire thing is 🤔. (Do you really think he's gay??)

No... but he is bisexual.

He loves stuff shoved into his butt

2021-10-12 12:51:45

Lol....

And he was screwing my friend Tim for years

2021-10-12 12:52:20

Was he married when he was with Tim??

Yes... and Tim knows Cindy. So that's bad.

David caught feelings for Tim and it ended. It was a detriment to Tim's marriage

Tim is the one who warned me about David in 2019

2021-10-12 12:55:05

He was married to Cindy when he was with Tim? And his relationship with Tim ruined Tim's marriage??


2021-10-12 12:55:49

Did I understand that right? This is so Jerry Springer

Almost ... Tim & Tony are still together

2021-10-12 12:56:15

Was David married at the time?

 Jerry show

Yes, to Cindy

David has cheated on every single wife.

He cheated on Laurie with Sherry his chunky employee

That's why i think he's doing Mary Beth

2021-10-12 12:57:32

Stop it....he wasn't with Sherry!!???

Laurie caught them coming out of a couples massage together

2021-10-12 12:59:24

I am so glad this happened ...I've had the weirdest feeling for awhile. He knew because I have been very 'protective' with my feelings....

2021-10-12 12:59:45

Did Shane know about you?

Someone made a comment to me at dinner in KC....  
David was sitting between MB and i.

They had their heads together all night chatting,  
completely ignoring me.

My friend Barry said - why is your boyfriend so into  
MB? And the table laughed

Can i call you? That's a lot to type about Shane

2021-10-12 13:03:10

Yeah give me a call

In Austin, i was at dinner with clients.  
I came into the bar, David and Shane were there with  
one of my besties.

I had never met Shane.

David introduced us.

Shane said to me... "David finally got his house!!"

I said- i bet your happy, he's finally moving out of  
yours, huh?!?

He says David direct I doesn't live with me

2021-10-12 14:40:08





Sorry...the David crap at work

2021-10-12 15:07:17

All ok?

2021-10-12 15:09:45

I just jumped on a zoom call. Let's talk afterwards. Is all ok?

Kinda - not sure if they are going to come back so I'm going to CYA with a cease desist

2021-10-12 15:11:22

Loved "Kinda - not sure if they are going to come back so I'm going to CYA with a cease desist "

2021-10-12 16:05:14

I have to be honest ....I'm still so blown away with all of this....all these moments my intuition had a twitch ....I was right. Now I'm realizing/

Schiappacasse000363

100

He's crazy

Cindy and I are collaborating on how to take the  
veritas name National

2021-10-12 16:06:41

Lol

And maybe start a website to warn women about  
men like this

2021-10-12 16:07:41

It's brilliant....

She's pretty crafty -

Funny thing, she's going to be my friend lol

I really like her

2021-10-12 16:08:41

Loved "Funny thing, she's going to be my friend lol

I really like her "



Will you hop on? You have to listen to what we want to do.  
It's not bad

It's going to be good

2021-10-12 16:09:50

I feel really sensitive to the girls right now....I'll call you after this

Ok

2021-10-12 18:29:14

[REDACTED]

2021-10-12 19:25:37

[REDACTED]

2021-10-12 19:25:47

They coached together I believe

Schiappacasse000365

She coached

2021-10-12 19:26:52

Yes she was a Stanford Bball player

Yes, she had a coaching company. He tried to get part of that, too.

2021-10-12 19:27:48

Hmm thought it was the other way around

2021-10-12 19:32:07

According there him of course

Exactly

[REDACTED]

Was he ever mean to you?

2021-10-12 19:34:43

I wouldn't say mean I would say some temperamental behavior

2021-10-12 19:35:27

But whenever I addressed something I saw him try to address it

2021-10-12 19:35:56

I wasn't living with him. I had my own money and own world. I think that helped.

True, he goes after strong women, but he really can't handle them

2021-10-12 19:37:59

That is so true. I was thinking the same

2021-10-12 19:38:35

Still weird to me this only happened less than a week ago

Right? It's crazy.

Two weeks ago i was getting bombarded with texts

2021-10-12 19:39:30

Emphasized "Right? It's crazy.

Two weeks ago i was getting bombarded with texts "

I can't wait to see him at the next conference 😊

Ima walk right up to him and his team

**Schiappacasse000367**

2021-10-12 19:41:44

Lol...you gotta stay sly though. You can't let him know all you know.

Oh no... it won't be until February. The hard feelings will be gone & he'll just be a joke

2021-10-12 19:42:52

Ahh...got it

He was all into it when i joined the Cowboys Club... making plans to work together up there blah blah blah

2021-10-12 19:46:32

Lol....he was definitely trying to live the high life.

He tried to get alimony from Cindy.  
Said he was only bringing home \$8k a month (that's with unemployment) and his expenses were \$12k a month.... And that's with no house payment

2021-10-12 19:53:17

You know ....he was an over spender and I would watch him pay for everyone. It was interesting....I've heard another side but I'm not surprised. Gotta run for a bit - friend is over for dinner!

Interesting, he never bought me a thing.

One dinner in 2 months

**2021-10-13 08:52:36**

2021-10-13 08:52:36

I'm curious...was Tim in Austin? And do you know why they pushed him out of 6th Degrees Health?

2021-10-13 08:53:22

He told me a story about a guy he was ignoring (who was trying to talk to him) in Austin and I wondered if that was Tim.

Tim is the guy he was sleeping with

2021-10-13 08:54:18

Yes but was he in Austin?

2021-10-13 08:54:35

Or maybe it was someone else he was talking about

Yes

**Schiappacasse000369**

2021-10-13 08:56:14

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Is Tim in the industry? Again, just trying to connect it to another story he told me about a guy who came to his booth and he wouldn't talk to him bc he felt he was spreading rumors about him. Wondered if he was talking about Tim or someone else

Tim works for MedWatch, David was fired from there, too.

He was fired from  
6Degrees  
MedWatch  
Bridgeworks  
Wellrithims  
Montgomery

Tim is a good friend of mine. I've known him longer than Dave

He was setting the stage because he knew i knew everything

2021-10-13 09:01:58

Got it...I keep connecting past conversations with what I know now.

2021-10-13 09:02:06

Yes, I'm sure

Schiappacasse000370

There's going to be a lot more that pops up... I've known him for 5 years "dancing" with him for 3

He shoulda known better than to mess with this crazy Italian chick from Detroit.

He REALLY knows me, this is why I'm so surprised he would do me this dirty

2021-10-13 09:07:03

Lol...did I tell you I'm from Ohio btw....know Detroit well. He's getting really desperate like you said....that guy has so much trauma stuffed down in him

I saw your Cleveland 216!

I've spent a ton of time in Cleveland.

When i worked for Blue cross, i ran our labor

2021-10-13 09:09:47

I grew up in Wooster and spent over 10 years... worked for an agency (many years ago) that handled the Marketing for Blue Cross

2021-10-13 09:10:03

Small world!

It really is.

Sad we are meeting on these terms.

**Schiappacasse000371**



I'm glad i met Cindy, though. She's been waiting for TWO years for someone to come find her

It's validating

2021-10-13 09:13:07

I'll find a time to meet her in person. Just need a little time. My sensitivity right now is Lincoln. Maybe it shouldn't be but it is.

No, it totally should be. I worry about those girls, too & I've never met them.

He's crazy

2021-10-13 09:15:59

It's so fascinating / crazy to me. We had an argument about the fact I wouldn't get 'messy' with him. He knew I could leave easily and that bothered him.

2021-10-13 09:16:26

That was this summer as everything started to unfold

We had the same conversation.... I told him he was messy and i have too much to lose

2021-10-13 09:18:22

Thank god...

Schiappacasse000372



He asked me to think about relocating a few times & i said i was good with having a Dallas/Portland option

2021-10-13 09:19:24

Funny, I wonder what he really would have done if you said yes.

I think we both know....

I just heard Mary Beth's business is doing so bad she's working 2 jobs

But then i heard she just got a huge inheritance too... and bought an \$80K truck  
So I'm not sure what's going on there

2021-10-13 09:24:52

👤 ♀ everyone is 'hillbilly' rich.

2021-10-13 09:25:34

I never heard she got a huge inheritance....I feel like David would have said something if so

She's a hot mess... i love watching her at conferences.

2021-10-13 09:25:49

He told me her business was really slow.

2021-10-13 09:25:56

Lolol

Everyone avoids eye contact with her

2021-10-13 09:26:07

Why?

2021-10-13 09:26:16

Lolol you are hilarious

She's a bad drunk, like fall down messy drunk

Kinda like me, from what i hear

NOT

2021-10-13 09:27:30



2021-10-13 09:29:09

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To be honest I bet the entire thing has left Josh and Shane to question a few things. Shane is by the book and Josh usually calls it like he sees it. It's good you let them know you two had a sexual relationship to add context to David's version.

I almost want to reach out, but I've been told not to, so i won't

Josh definitely was bewildered by the entire situation

2021-10-13 09:31:01

Amazing....I knew Shane wouldn't push after I told him about the texts

What did he say... he looked SO confused when i said You DO know David and i are dating, right?

2021-10-13 09:36:50

🤔🤔🤔 I bet he 🍑 his pants. He's been to my place often (and me to his). He stumbled when I told him. Paused. I literally was like...you're smarter than this. Don't get caught in his ridiculous shit. Pretty much told him he didn't have a case and to be sure to ask David about the texts.

Plus in KC when David was walking away from me to catch his flight, he said "i love you, call you when i get back" in front of everyone

**Schiappacasse000375**

I almost want to send the texts to both of them but, i have to play the long game on this one

2021-10-13 09:39:12

So funny. He told me he loved me all the time. He got pretty clingy'sticky' ....he knew I was more hesitant because I was doubting some things (rightfully so obviously)

2021-10-13 09:39:31

He told you he loved you in front of Josh and Shane?

2021-10-13 09:39:36

Play the long game

No, In front of all my friends (industry) and MB

He promised me he would be more attentive and we would get on a regular schedule to see each other

2021-10-13 09:41:40

Sadly David doesn't really know love. He's loving and affectionate but soulfully vacant. I used to struggle with all he would say versus what I would feel.

ALL THE TIME

You hit it right on the head

I would always tell him  
I don't believe you

2021-10-13 09:53:48

Do you even think his business will make it to Feb? I

I don't know.... I'm not sure if he will.

He illustrated some pretty hefty projections, but they  
aren't even doing \$1.5 in revenue

4 years in business

The thing is, i can't believe i feel bad for him

Im driving so i won't get text messages

2021-10-13 10:09:02

I go through similar moments ...however, I think he's  
hard to get through to but I keep thinking about  
Shane and Josh

Why

2021-10-13 10:35:55

Not sure if that's clear....1) I too go through moments feeling badly for David but his brain works in a way that he does no wrong. He'll 'course correct' but doesn't admit fault, ever. 2) I believe it might be good for Josh and Shane to see the texts. You don't really understand just how manipulative he is until you see the texts vs what happened in Austin (David's version) + the fact he did that trying to coerce money from you. I think it would enlighten them to the impetus of David's drama....which we're all often witnesses to. That's all I was thinking ....but to your point you've been asked not to contact them.

What did David say in text?

About me?



2021-10-13 10:43:57

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Hmm this might be getting lost in text translation. Their story is you were sloppy drunk and sexually harassed David. I don't think Shane and Josh realize how manipulative he was to you...trying to get money. I told Shane he asked you for money. And he justified it with they're looking for investors all the time. I told him.....look at the texts Shane. There's no way David showed him all you showed me. Make sense? Shane told me I may hear from an attorney but I knew I wouldn't after I told him to look at the text and he asked you to invest. At that time you had only read the text to me so I didn't have them.

Send them all to him & Josh

All of them

He literally was begging me to stay with him 9/28

Or we can just let these guys burn

2021-10-13 10:46:30

If I send the texts they know you sent them to me ... after they called your work.

2021-10-13 10:46:38

I know I was thinking the same

**Schiappacasse000379**

2021-10-13 10:46:56

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Let them all go down together

Ugh - this is a conundrum.... I dont know what they've invested

2021-10-13 10:48:02

The other thing that would have been funny....but I blocked FB ....Is to create a group with all of them and post the texts on FB in a private group. In order

I don't have shanes number

I only have Josh and he's EXTREMELY loyal to David

2021-10-13 10:49:42

He is but they've been not quite as close

2021-10-13 10:49:53

I think we lay low

2021-10-13 10:50:19

Shane is by the book....I keep thinking about what he would do

I love that we are a "we" HAHAAHAHA



2021-10-13 10:50:39

Josh is a non factor really

2021-10-13 10:50:50

Shane is critical to David's business

you've gotta be a water sign

100

John Hennessy is reaching out to talk about David

He was there when David proposed to Cindy

2021-10-13 10:51:52

#Aquarius

2021-10-13 10:52:04

Who is John Hennessy?

2021-10-13 10:52:41

He worked with David at 6 degrees

2021-10-13 10:53:26

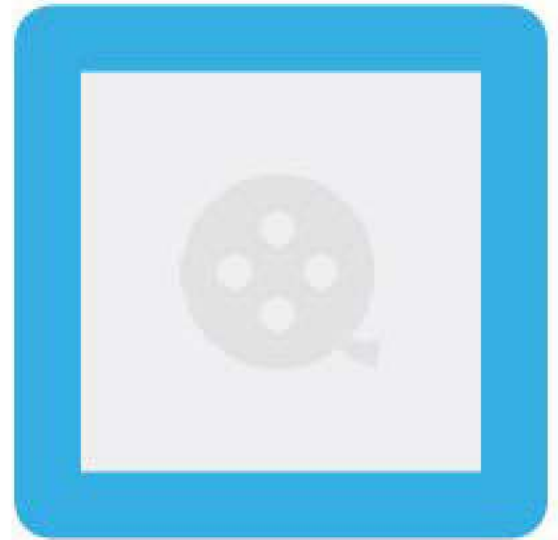
You know him

Schiappacasse000381

2021-10-13 10:53:27

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?



2021-10-13 10:56:34

Did David say he didn't propose to Cindy? I think he told me he did. But she seemed hesitant to get married. But then she planned a surprise wedding. Lincoln said she was part of it.

2021-10-13 10:58:20

To be honest.....their scenario always seemed sad to me. They professed so much love over social media but the fight now and stories were so counter to the image. He's so tricky. It's sad for all of the women he gets involved with I'm sure.

2021-10-13 10:59:04

Yes... i know all the 6 Degrees guys

Schiappacasse000382

2021-10-13 11:04:52

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Why did they push him out? Do you know. What was the reason?

He wasn't producing

2021-10-13 11:16:26

Hmm he told me he was the face of the business and brought in most of the business

Zero

He even talked his way out of his buy out... they offered him WAY more and he settled for \$150k



2021-10-13 11:40:42

Stop it....they offered him more and he settled for 150k???

2021-10-13 11:40:59

He told me it's all he got but never said they offered him more

2021-10-13 11:41:16



2021-10-13 11:42:04

Loved an image

They offered \$300k

2021-10-13 12:00:22

Why would he take half?

2021-10-13 12:00:51

I don't understand the logic unless he refused it and by the time they got him out it was 150k

That's what happened.... He's so stubborn

I'm actually watching the cowboys practice right now lol... it's surreal

2021-10-13 12:08:27

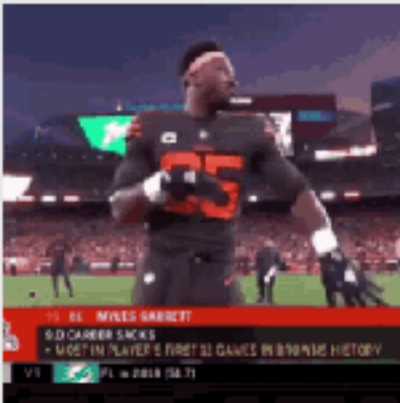
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Loved "I'm actually watching the cowboys practice right now lol... it's surreal "

2021-10-13 12:08:36

I'm a Browns fan!

2021-10-13 12:09:25



So is one of my besties. She lives in Parma lol

I'm really a lions fan

2021-10-13 12:12:40

Loved "So is one of my besties. She lives in Parma lol"

2021-10-13 16:01:04

Schiappacasse000385

Cindy

The girls are weighing HEAVY on me and also anticipation of what Jean says Dave put them through regarding me. They both loved me so much and I loved them like my own kids. He put FEAR of me in their heads...and used them as pawns for creating an optic for others so they would think I was crazy. It's very sad for all.

When I left him, I had to leave them with HIM.

I'm flying into PDX to meet Cindy the weekend of 10/23

2021-10-13 16:53:46

If we play a long game I think I can help. They love their dad so much, really. And I know he loves them so much. It can't be forced but there may be an opportunity.

Want to meet with us? I'm booking now

[REDACTED]

[REDACTED]

Playing the long game is in our best interest

I talked to John Hennessy for awhile today

2021-10-13 17:02:23

Jumping on a call! I'm headed out of time for a bit but let me coordinate!

Liked "Jumping on a call! I'm headed out of time for a bit but let me coordinate! "

2021-10-13 17:05:25

\*town :)

I figured that lol

2021-10-14 22:17:54

Are you going to be in town next weekend? I'm going to grab a room at a Marriott between your place and Cindys

2021-10-14 22:28:24

Hi! I'm headed to LA next week to meet a girlfriend who's in town from Lisbon. How long are you in town?

2021-10-15 05:45:23

Schiappacasse000387

10/22-10/24

I have a friend from Tacoma driving down to meet me, too

**2021-10-15 08:12:54**

2021-10-15 08:12:54

Liked "10/22-10/24

I have a friend from Tacoma driving down to meet me, too"

I'm nervous to go, but I'm determined to finish this

2021-10-15 08:26:57

What is finishing it for you? Are you going to try to see him?

No no no... I'm done with him

I'll see him soon enough at the next conference. I want to get a game plan going to secure the veritas name nationally and create a platform for women

This is going to end up good and positive - but in this industry, i will bury him

**Schiappacasse000388**



2021-10-15 08:35:36

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Seriously, almost feel sorry for him. But I don't.

He's not thinking about us, i can tell you that.

I want to reach out to Josh and just say one thing to him and see if he takes the bait

2021-10-15 08:36:55

What do you want to say to him?

I don't think you know the whole story

That's all

There's another text message that David sent me the Friday before Austin, too

2021-10-15 08:38:30

I wonder what Josh and Shane know?

2021-10-15 08:38:47

Is the text different than the others?

I'm still cranking away with Rick. We have no marketing docs 🙄

Never blocked u from anything. I don't roll like that.

We are all good.

Don't be silly...come to dinner. We are all good Heather. U are just getting to know me obviously.

I look forward to seeing u. U better be at dinner 🙄

2021-10-15 08:40:07

Ahh that's why it all happened around the dinner

I cut them out of my biggest client

2021-10-15 08:41:21

It seemed like from the texts you were starting to give him a lot of connections....is that right?

I don't know if they do. Did Shane act surprised at all of this?

Josh seemed to think i was pissed because David was "ghosting" me... but he wasn't

I was going to, but but Dave had no serious follow up on what i had already presented to them

He just wants money... easy money

2021-10-15 08:43:06

Shane seemed surprised to me

2021-10-15 08:43:27

I don't think either he or Josh really realizes

He looked stunned when i told him David and i were dating

2021-10-15 08:45:38

I don't think he knew anything or he would have said David isn't staying with him. David is so careless and messy....thank god it all broke open, really.

2021-10-15 08:45:51

wouldn't\*

I might just say that to josh to see what he says

But, he could call my HR again lol

My HR team called me. They are not responding at all

**Schiappacasse000391**

2021-10-15 08:48:10

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I suspect they know it's on him.

They are going to lose their ass with him.

He will take them all down

2021-10-15 08:58:50

I didn't think that until I learned all of this, this week.  
I was always rooting for them. I

2021-10-15 08:59:14

But now I see it all more clearly

David is messy in everything.

Everyone has been burned by him and its never his fault

I honestly don't know how Josh doesn't see that.

Is Josh gay?

2021-10-15 09:04:48

I don't think Josh is Gay and Josh doesn't have any money isn't invested in him

Does Shane have money invested

I think Mickey does - I thought most of his executive team invested in the company

2021-10-15 09:16:12

Non of them have

Ok - so it just must be Jeff

He owes jeff A LOT of \$\$\$

2021-10-15 10:04:36

I don't know the details of his deal with Jeff but knew he was an investor

I sent this to josh

Im not going to say anything but this, because you guys sent an email to my HR department trying to discredit me.

You don't know the whole story.

2021-10-15 10:04:48

I've never met Jeff

He was sending D about \$60K a month

**Schiappacasse000393**

2021-10-15 10:05:11

Did you send him the texts?

I think overall he's given Dave around \$450K

No, I'm waiting to see if he turns me in to DV or Shane first

He hasn't responded

Tim just called me though

2021-10-15 10:07:02

Tim did? About what? Did David contact him?

2021-10-15 10:07:29

I don't think Josh will respond

David did not contact him, but he was worried about me.

This hit me super hard & David was a good friend. I will miss his friendship

2021-10-15 10:09:43

He sounds like a really kind man. And I can imagine the loss of the friendship is hard. It's been a lot for me this week too....Been having trouble sleeping but also a relief in a way.

Schiappacasse000394



Or what i thought it was lol

All of the things we covered and talked about when he was with me in San Diego and here were a lie. Everything.

It blows me away, because he already had you & you guys were together

2021-10-15 10:18:56

But i got a date tonight and I'm getting laid so

Best way to get over a man is under one 😊🌍

2021-10-15 10:43:50

Lol...have a great time on your date!!!! I'm taking a bit of time off. I find my girlfriends to be way less emotional maintenance. However, I do have my eye on someone 😊

I can't tell you how many calls I've gotten from people and how many people hit me up on LinkedIn over this.

He really has screwed with SO many people

I'm just using this guy for sex...lol he knows it. I took a 2.5 year hiatus from dating and sex - now i dont want to go without it, ever again

**Schiappacasse000395**

He's fun though and can keep it NSA

2021-10-15 10:50:02

Yes, you should NEVER go that long again!!

I won't... ever ever ever

lol

That's a long time without a ding dong  
And totally chose the wrong guy lol

2021-10-15 10:50:57

So sad about David. Embarrassing for me. The complete opposite of me and my relationships with people.

2021-10-15 10:51:29

My relationships go long and deep

🙏 I'm sorry. I really am.

Im a builder and a nurturer... i connect on every level



2021-10-15 10:52:09

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Loved " ~~the~~ I'm sorry. I really am.

Im a builder and a nurturer... i connect on every level"

I'm embarrassed too- EVERYONE saw this play out at conferences.

My friends, colleagues - he met my partners and my boss

Ughh -

2021-10-15 10:56:00

Its not on us, it's on him.

I know and i have to remember that.

That's why my revenge has to be big, and positive

Sociopaths hate it when people are happy

2021-10-15 10:59:08

Lolol

2021-10-15 10:59:24

We're happy people....no guy is going to change that!!

Hellz no! I've been through it and I'm still kicking it

**Schiappacasse000397**

It would be good if we could help other women Who need it though

2021-10-15 11:21:33

Loved "It would be good if we could help other women Who need it though"

2021-10-15 14:13:46



You should call her...

She's got court on Monday and hopefully this will be the final for her & them

She changed her name and drivers license back to her old name and dropped Vizzini, today too

This has been really hard on her this we're week (us)

2021-10-15 18:26:53

**Schiappacasse000398**

I'm sitting here, by myself, finishing my wine and i just got dumped by an ugly man

At the ducking bar

And i don't mean ducking

2021-10-15 18:46:30

Hangout and meet someone nice, casually. Just to talk to. You're way too cool to let any of these guys 'define' you. 🍷

That's what exactly what I'm doing!!! Weirdest night ever though.... You know? Like i feel like I'm marked for some reason

It's so STRANGE how i feel in public right now... like RAW and exposed

I'm eating dessert, at the bar, after just getting dumped by someone i loved and someone i just met... surreal

2021-10-16 06:46:06

Schiappacasse000399

2021-10-16 06:46:06

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Hi, there's one thing that I've been thinking about. I feel strongly that I don't want to be brought up in any lawsuits against David (w/Cindy). I don't think she would but our communication, I would like to keep private. (At this point.) It's only been a week for me and as mentioned if the girls felt I 'was going after their dad' it would be really hurtful to them. They love him deeply and I love them. Would you please let Cindy know. Please also let her know I understand better now. I'm recognizing more now what happened. I just need time and it's important for me to lay low at this point. It's a long game.



That would not happen. The only thing that's left of court is the attorneys fees.

Then they are done. This would not have taken so long if David hadn't held things up. It would have been finished a year ago.

David would get up and walk out of virtual court, he kept losing attorneys etc

On 9/28 were you guys outside at a market or something?

David was talking to me on the phone and hung up suddenly. He said his phone died

2021-10-16 08:10:11

What time on 9/28? In the evening?

**Schiappacasse000400**

Yes around 6:30

2021-10-16 08:12:58

Yes, i actually think his phone died. I wasn't with him but he left for awhile. He said he was on the phone.

Wow - he actually didn't lie. lol

2021-10-16 08:13:55

Lol...no just half truths

2021-10-16 08:16:02

Did you talk long that night? He was gone awhile.

We did, that was the day he wrote all of those things to me. We had a good talk.

2021-10-16 08:17:22

That's what I thought.

I thought things were fine after that conversation. He even cried a little bit

2021-10-16 08:18:48

He knew how to well up....when he wanted to convince you how much something meant to him.

Schiappacasse000401

I know that now.

2021-10-17 18:03:25

Any good hotel suggestions?

I think i want to stay downtown

2021-10-18 06:43:22

2021-10-18 06:43:22

I used to like the Lucia but don't really know anymore. Maybe the Hilton at pioneer square. Downtown is a bit messy now because of homelessness and some stores are also boarded up. Don't be shocked! Northwest is a nice area to walk around or air bnb.

Nothing about this world surprises me anymore.

Detroit was full of homeless, Jason and i fed them weekly.

I hope we can have lunch or dinner on Saturday

2021-10-18 06:54:16

Hi, I'm only back a day (Friday) for a meeting, then leave on Saturday to head to Mexico for a week. (Sa-Sa) Working on a place there and finalizing some things. But this time of year in Oregon can be really beautiful! Not sure your plans with Cindy but Hood River, The Columbia River Gorge....all really beautiful!

Schiappacasse000402

Got it! I land around 7 on Friday.

My friend is coming down from tacoma Saturday night, which is good because she's wanting to make sure i stay steady.

I'll hang with Cindy. Her book is almost done, about her marriage and the hell she went through.

Her and Davids last court proceeding is this week and then she will release it

2021-10-18 07:02:21

I'm just keeping really busy now. Traveling helps 😊

Me too. I've got 4 trips booked this month. 1/2 work 1/2 play.

2021-10-18 07:04:25

Lol. I get it. Exactly.

I'm wondering when he's going to start showing up at your place

From what Tim tells me, that's what he's going to do



I'm too far away

2021-10-18 07:11:32

? What would he do? My place is kinda a tricky to just show up to.

To talk, probably cry .... Beg

Tim said he did that for awhile, but he would call & leave messages etc

2021-10-18 07:13:58

Hmm. Really. Why did Tim break it off...because he was getting too serious or other reasons. And this is while he was living with Cindy??

Tim is married to Tony & David had feelings for Tim.

Tim would never leave Tony. They are still together.

Yes, this is when David was married to Cindy. There were multiple women, too.

2021-10-18 07:20:04

Does he know you know all of this??

2021-10-18 07:20:30

He knows your close with Tim, right?



Yes, he knows Tim & I are good friends

I think he knows, i told him i know everything... but since he's got a LOT of everything, i think he thought i meant you.

Which is why he overcompensated with all the facetime calls at SIIA

2021-10-18 07:30:39

I think he FT a lot while in Austin because I really like Austin (did a really big project there once) and he had spent a lot of time finding the house there and walked me through it to show me. But maybe you're right. I wasn't surprised when he did. I was more engaged about Austin than I was the others.

2021-10-18 07:32:32

He mentioned something about a guy there that he ignored because he was saying things that wasn't true ....I think that was Tim he was talking about.

2021-10-18 07:33:06

That's why I wondered if he knew you knew....thought you may have said something and he blamed Tim for it

Which is weird... because he had asked me to stay in the house when he was here.... He kept saying to Jim and Greg "Heather is staying with me in Austin"

2021-10-18 07:33:39

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Why didn't you stay there?

Well, he told you i was saying things about me that weren't true, too

I always stay at the hotel because I'm there to do business, not screw around

2021-10-18 07:36:37

Yeah ...I can't keep it all straight, really.

2021-10-18 07:37:06

I get it.(about doing business)

David does 1/2 & 1/2

When he stays with people he stays at the hotel

I told him that house was a huge waste of money.

I don't know if there were any parties, i know Josh moved to a hotel room the second night

2021-10-18 07:45:19

I'm not sure either ....he usually does the math on the number of people vs the price of hotel rooms. Who knows....I don't really care anymore to be honest

I just want him out of the industry so i don't have to see his face at conferences

2021-10-18 07:46:39

Lol

I was thinking too... i don't think Shane wrote that email to my work.

I think David did. My team did not respond & since they know we were dating, and i broke it off, he lost credibility with them.

I think I'm going to send them a cease & desist on contacting my clients or using my name in any way to make money for the company

2021-10-18 08:13:14

I'm not sure but think David and Shane would def have different styles in their writing

It was wordy, so i know it was David. He's not a good business writer... he tries to be romantic

2021-10-18 08:19:32

He's definitely wordy

And you said Shane was "by the book" and when i told my team Shane was actually there, they said that was a huge conflict of interest for him to write that, considering it wasn't true.

David sat and talked to one of my best friends, about us, in the bar after he left my hotel room

2021-10-18 08:24:52

Liked "And you said Shane was "by the book" and when i told my team Shane was actually there, they said that was a huge conflict of interest for him to write that, considering it wasn't true.

David sat and talked to one of my best friends, about us, in the bar after he left my hotel room "

2021-10-18 08:25:15

Heading out for a run!

2021-10-18 08:49:10

Have fun!

I canceled my PDX trip. I need to just move forward, and methodically destroy him behind the scenes.

His whole perspective bucket are my clients - and he's not getting any of them

Take care, Jean.

This has been a lot for me, too.

I hope you stay away from him and he from you.

2021-10-18 09:44:25

We'll never be back together. Hang in there! And know how much I appreciate you letting me know all of this. Really. I too have had to 'detox' from this, this past week. Being with a good friend in LA is helpful.

You let him know that if he keeps playing with fire, he's going to get scorched. 🕯️ 🧑 🤝 🤝

2021-10-18 09:45:21

.....he doesn't deserve women like us.



2021-10-19 07:56:19

2021-10-19 07:56:19

Heather....I don't need it yet but wanted to be sure I was aligned with you....is there ANYTHING you shared with me I shouldn't share with David, Shane, Josh or MB? Again, I'm not sure I'll ever talk to them ever again but if I need it....can I use it or would you prefer I keep it confidential? I've appreciated your transparency and want to be sure I protect that gesture. Lmk. x

I have to step back from all of this.

It's consuming my life and i dont want that... 4 weeks ago i was really happy and falling in love with a person i was super close friends with

It's effecting my work and peace of mind.

I'll deal with David when i see him in Vegas and through business

2021-10-19 08:53:13

Hi, (sorry was on a business call)....thanks...I agree about stepping back. He reached out to talk but I haven't yet. I'm not sure if I will. But wanted to be sure not to betray anything you've shared with me if we do talk. It's all still really crazy to me. Feel a bit naive but I refuse to put it on me....it's on him. Never take on someone else's dysfunction/baggage. We can only control ourselves.

Hang in there and I hope you have some awesome self care opportunities. Please don't let this affect you too much. He's NOT worth it. ❤️

He's going to gaslight you.

Everything he says is a lie

He needs someone to fund the new house in a year



You have my text messages. All written by him, from your bed - that's really all you need to know

2021-10-19 08:58:12

I know ... he won't gaslight me (anymore)... I promise you that. The texts were all I needed to end it for good. But it may be necessary to send them to him or Shane. That's why I wanted to check with you.

I'd love it if you did that.

I want them to know the truth, but it can't come from me

2021-10-19 08:59:24

Liked "I'd love it if you did that.

I want them to know the truth, but it can't come from me"

2021-10-19 08:59:48

I'm not even ready to talk yet but I have a feeling I'm going to need to send them.

David needs you to talk to him too feed his narcissistic nature. He can't bring himself to believe you would just walk away

2021-10-19 09:03:40

He's definitely struggling not having the last word. I know

That's why he ignored me for 5 days....

2021-10-19 09:04:33

I've not only walked away...I'm thriving. It's a relief

Then i piqued his interest when i said we "might invest" then he came back

I'm spiraling a bit... i don't know why.  
Things like this typically don't bother me like this.

2021-10-19 09:06:58

I know it's all been a lot. 🤔

2021-10-19 09:50:04

Hi, I'm on another zoom call. You ok?



I might sound a little paranoid, but Shane is Davids legal counsel for his business, so everything you might tell him about our conversations, could be documented and David could try to make a claim against you—which would then be privileged. It makes me nervous because like I've said, there is NOTHING David won't do, and I have a feeling Shane is a true believer—otherwise he would have stepped out of that craziness over the last year just watching the train wreck between David and Cindy Just be careful! And...David records EVERYTHING...he records conversations which is so weird and scary.

**2021-10-19 09:59:16**

2021-10-19 09:59:16

These are really callouts. I didn't think about the recording and making a claim against me. With David I've found being quite and having him do all of the talking is a good tactic. I'll be honest, I feel moved on and happy so not sure if I want to talk to him. Thank you for these thoughts....great heads-up!  
x

2021-10-19 10:03:51

And I'm not sure if Shane is a 100% a believer. He is paid by David but he's very liberal and by the book. Neither one of us have known anything but David's version. However, we're both very aware of Davids messy ways.

David told me they have one month of payroll available & he was thinking of letting Sherry & Dave Cardwell go because he wasn't taking a pay cut

**Schiappacasse000413**

Cindy has evidence of David moving \$400k over the last two years from the business account to his personal accounts

2021-10-19 10:18:04

As you know ...David says a lot out loud. I'm aware of the above (not the money but knew he paid for things personally which would be reimbursed). He spews everything.... I used to tell him he should be more deliberate but he wasn't.

He's such a mess... he's got no business leading that company or those people.

That's why he was fired from all those jobs

2021-10-19 13:33:19

Maybe you should talk to him... I'd love to know how he's going to try and spin this

Did Shane reach out to you or just David

2021-10-19 15:52:08

2021-10-19 15:52:08

Hi, Shane hasn't reached out to me

David will continue to call you until you talk to him

2021-10-20 11:41:27

Schiappacasse000414

From Cindy's attorney



From Cindy to me

Case number #19DR20072 Clackamas County, Oregon. Vizzini, Cynthia and Vizzini, David

You'd need an attorney to access all of the full documents, but they are there, plus, attorney fees docs got filed last night so should be viewable soon. MOST of my fight/patience and the fact that I didn't reach out to Jean or anyone else, was to focus on my safety, kids safety, and getting as much as possible into the court record so I can help others in the future.

**Schiappacasse000415**

2021-10-20 12:30:28

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Thank you for sharing this. Hang in there. ❤️

I'm good now! It's a full moon and I'm a pagan. I have been my whole life.

This blood moon is a cleansing moon - I've been preparing for ritual all week.

All bad things/thoughts/actions/people go away with this moon.

I'm pairing it with a strong protection spell he will not be able to penetrate.

People in the industry are taking notice... two companies ditched him this week. The cycle will be smooth and swift

2021-10-20 12:37:51

Loved "I'm good now! It's a full moon and I'm a pagan. I have been my whole life.

This blood moon is a cleansing moon - I've been preparing for ritual all week.

All bad things/thoughts/actions/people go away with this moon.

I'm pairing it with a strong protection spell he will not be able to penetrate.

People in the industry are taking notice... two companies ditched him this week. The cycle will be smooth and swift "

Schiappacasse000416

2021-10-20 13:02:28

Page 90 of 92

The moon has been crazy beautiful this week and Mercury Retrograde kicked my ass and freed me all at the same time. Onward.

It's a powerful moon. It's the blood moon.

I pray his next victims are as smart as us. I'm sure he's got 2 more he's working, we're convinced one of them is MB.

Someone wants to warn her, but i told them she already knows. She had front row seats to this whole fiasco. She could have been a woman and told me, she knew David was living with you and seeing me. Shame on her

I saged my whole house and did a salt perimeter

2021-11-02 15:41:15

Vizzini is doing damage control

2021-11-02 15:57:42

?

He's calling people (mutual friends)

Telling them how much he's enjoyed their friendship etc

**Schiappacasse000417**

Interesting.

Good luck with that.

Strongest advice

He lies about everything

Don't give him any money

Talk to Cindy, she's still going through it

2021-11-10 13:58:24

I hear you. I've kept it all at arms length. And said I needed time. I've always kept my money separate and always will. I care about the truth. I also believe in forgiveness. Doesn't mean we have to be together, though.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

I know ....I get it. I've appreciated you, really. And said something to stay transparent. I've kept it all at arms length. x

Did you tell him anything we talked about?

**Schiappacasse000418**

2021-11-10 15:51:27

I asked about the money 400/500k partnership investment and if he borrowed from Greg.

That's why he called Greg last week

2021-11-10 15:52:13

Probably

Let me guess - he never asked me for money

2021-11-10 15:53:03

He said he's selling shares and Jim was part of the conversation

Greg is done with him.

He called Greg and then text him "thanking him for the gift of \$2000" and his friendship

Jim was never involved in any money conversations.

He's company isn't worth anything... less than \$1M

2021-11-14 11:50:46

**Schiappacasse000419**